

2005 UNIT MANAGEMENT PLAN AMENDMENT

to the

2002-2007 Unit Management Plan

and

**Final Supplemental Environmental
Impact Statement**

for



Prepared for:

Olympic Regional Development Authority

February 2006

**Gore Mountain Ski Center
2005 Amendment
to the
2002-2007 Unit Management Plan
and
Final Supplemental Environmental Impact Statement**

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EXECUTIVE SUMMARY

This 2005 Unit Management Plan (UMP) Amendment addresses changes to the 2002 UMP and adds several new action items. All items are within the scope of the 2002 UMP. This 2005 UMP Amendment reviews the status of the 1995 UMP and 2002 UMP management actions and identifies those management actions which have been completed, those which are pending, and those which are modified or abandoned within this 2005 UMP Amendment. The 2002 UMP is incorporated by references into this document.

Since the completion of the 1995 and 2002 UMP Amendments, Gore Mountain has received recognition from the Ski Industry and the press for, not only its quality skiing experience, but also for its environmental stewardship. In May 2005 the National Ski Areas Association awarded Gore Mountain the Silver Eagle Award for Excellence in Environmental Education. Gore received this award for its unique Northwoods Knowledge program that transforms every gondola ride into an educational experience, its “Fourth Grade Discovery Day” environmental field trips, and its cooperation with community to provide educational experiences. Finalists were Big Mountain, Montana, and Mammoth Mountain, California.



In 1999 Gore Mountain was one of twenty-four parties invited to attend the Environmental Protection Agency’s Sustainable Industry Mountain Resort Development Stakeholder Meeting. Previously, in 1995, Gore Mountain was one of the thirty presenters, and the only representative of the ski industry, to the Environmental Concerns Task Force at the White House Conference on Travel and Tourism.

2005 UMP AMENDMENT

New management actions are identified and analyzed in this 2005 UMP Amendment. The potential environmental impacts and the attendant proposed mitigation measures for any new or modified management actions are identified and discussed in this UMP Amendment. The potential impacts and the identified mitigation measures for the approved 2002 UMP management actions are described in detail in the 2002 UMP and remain in effect and will not be reported herein, but are incorporated by reference.

This 2005 UMP Amendment refers to the 2002 UMP where no revisions in the UMP text or mapping are required, such as the existing environmental setting for such resources as geology, topography and slope, climate, etc. Any available updated information on environmental resources is presented in this 2005 UMP Amendment.

The primary purposes of this UMP Amendment are to improve public access to Gore Mountain and Forest Preserve lands and to improve the skiing experience and provide for a stronger interconnect between Gore Mountain Ski Center and the Historic North Creek Ski Bowl and the hamlet of North Creek. The 2002 UMP included the construction of new ski trails and lifts in the Intensive Use Area that connected with the Town of Johnsbury Ski Bowl Park (Ski Bowl). This UMP Amendment (1) modifies the alignment of some of these previously approved lifts and trails, (2) provides additional ski trails and lifts in this part of the site, and (3) eliminates some of the previously approved trails.

Other important purposes of this UMP Amendment include creating a new novice rated trail connecting the summit of Bear Mountain (top of the gondola) with the Saddle Lodge, and expanding the NYSEF race training building. A new bus parking lot along the Ski Area entrance road is included in this UMP Amendment as a Conceptual Action. Other minor additions to the 2002 UMP are also included.

The amendments put forth in this document are consistent with the specific goals identified in the 2002 UMP-improve infrastructure reliability, reduce operation and maintenance costs, assure environmental compatibility, stabilize the local economy, trail safety improvements, improve trail selection, improve economic return, increase public access and improve overall skier satisfaction. In addition to meeting these specific goals, the proposed amendments to the 2002 UMP continues to achieve the goal of balancing ski facilities on the mountain.

The amendments proposed to the 2002 UMP will help to make Gore a destination ski resort and will help to improve the regional economy and will draw new businesses to the hamlet of North Creek.

SEQRA PROCESS

On December 28, 2005 ORDA, as Lead Agency, accepted the Draft 2005 UMP Amendment and Supplemental Draft Environmental Impact Statement (“the Public Draft”) as Complete. Notice of the SDEIS Completion Determination was included in the December 28, 2005 issue of the Environmental Notice Bulletin (ENB) along with the announcement that public comments on the Public Draft would be accepted until January 31, 2006.

Appendix 9 of this document includes copies of the comment letters that were received, some of which were received after the close of the announced public comment period.

Regardless of when letters were received, written responses were prepared for substantive comments in all comment letters. Substantive comments and responses thereto are provided in Appendix 10 of this document.

Appendix 11 of this document, entitled “Errata”, provides a summary of changes that were made to the Public Review Draft of the 2005 UMP Amendment/SDEIS in response to substantive public comment.

On February 22, 2006, ORDA, as Lead Agency, accepted this Final Supplemental Environmental Impact Statement as Complete, and on this same date a Notice of FSEIS Completion was published in the Environmental Notice Bulletin. After a minimum ten-day contemplation period, the NYSDEC, APA and ORDA will each prepare a written Statement of Findings of Fact which specify potential impacts and mitigation measures, as appropriate. The Findings of Fact form the basis for DEC adoption of the UMP Amendment. After the Commissioner adopts the Final UMP Amendment/EIS, the UMP Amendment will be filed with the APA.

All volumes of the Supplemental EIS are available for review at the following locations: ORDA offices in Lake Placid, Gore Mountain, APA headquarters in Ray Brook, DEC Region 5 headquarters in Ray Brook, DEC Region 5 office in Warrensburg, Johnsbury Town Hall and the Warren County Municipal Center.

ERRATA

The following changes have been made to the Public Draft of the 2005 Gore Mountain UMP Amendment/SDEIS during preparation of this SFEIS.

1. Section 6.D, No-Action Alternative – The version of this section in the Public Draft has been deleted and has been replaced by the following.

“The no-action alternative to this UMP Amendment is the continuing implementation of the approved 2002-2007 UMP Update.”

2. A copy of the November 3, 2005 Master Agreement between the Town of Johnsbury and FrontStreet Mountain Development, LLC has been added to Appendix 2, Documents of Record. The Table of Contents has been amended accordingly.
3. The following language has been added to page 5-3 of the Public Draft where tree cutting is discussed,

“Tree removal will be in accordance with the Department of Environmental Conservation’s (DEC) Lands and Forest Policy LF-91-2 entitled ‘Cutting Removal or Destruction of Trees and Endangered or Rare Plants on Forest Preserve Lands.’”

4. The Table of Contents has been revised to include Appendix 9, Comment Letters; Appendix 10, Responses to Substantive Public Comments on the Public Review Draft of the 2005 UMP Amendment; and Appendix 11, Errata. These Appendices have been added at the end of this document.

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LIST OF ABBREVIATIONS

APA	Adirondack Park Agency
cfm	cubic feet per minute
dbh	diameter at breast height
DEC	Department of Environmental Conservation
ECL	Environmental Conservation Law
EIS	Environmental Impact Statement
gpm	gallons per minute
MVA	Megavolt amperes
MOU	Memorandum of Understanding
NHP	Natural Heritage Program
NYS	New York State
ORDA	Olympic Regional Development Authority
SAOT	skiers at one time
SEIS	Supplemental Environmental Impact Statement
SPDES	State Pollutant Discharge Elimination System
UMP	Unit Management Plan
USFWS	United States Fish and Wildlife Service

SECTION 1 INTRODUCTION

A. Project Purpose

The Olympic Regional Development Authority (ORDA), in conjunction with the New York State Department of Environmental Conservation (NYSDEC) is amending the 2002-2007 Unit Management Plan (UMP) and Generic Environmental Impact Statement (EIS) for Gore Mountain Ski Center in North Creek, Town of Johnsbury, Warren County, New York. This document serves as an amendment to that 2002-2007 Unit Management Plan. As an amendment to the 2002-2007 Unit Management Plan, this document will discuss changes to actions which have been previously approved, will include any new information relating to changes such that it satisfies State Environmental Quality Review Act (SEQRA) requirements, and will refer to the previously accepted and approved EIS for sections which have not changed as a result of this UMP Amendment. The document is organized so that it follows the sequence of the 2002-2007 UMP.

The primary purposes of this Amendment are to improve public access to Gore Mountain and the Forest Preserve and to improve the skiing experience and provide for a stronger interconnect between Gore Mountain Ski Center and the Historic North Creek Ski Bowl and the hamlet of North Creek. The 2002 UMP included the construction of new ski trails and lifts in the Intensive Use Area that connected with the Town of Johnsbury Ski Bowl Park (Ski Bowl). This UMP Amendment (1) modifies the alignment of some of these previously approved lifts and trails, (2) provides additional ski trails and lifts in this part of the site, and (3) eliminates some of the previously approved trails.

This interconnection between the Gore Mountain Ski Center and the Historic North Creek Ski Bowl to the Hamlet of North Creek, that will help to establish Gore as a destination ski area, was the subject of a recent study conducted by the Office of the New York State Comptroller. In its report the Comptroller's Office states that with the interconnect in place, the economic impact of Gore on the regional economy will be significant, and more than double revenues to the regional economy. (See Appendix 1 of this UMP Amendment for a full copy of the State Comptroller's report entitled "Economic Impact Study of the Gore Mountain Interconnect.")

Other important purposes of this UMP Amendment include creating a new novice rated trail connecting the summit of Bear Mountain (top of the gondola) with the Saddle Lodge, and expanding the NYSEF race training building. A new bus parking lot along the Ski Area entrance road is included in this UMP Amendment as a Conceptual Action. Other minor additions to the 2002 UMP are also included.

The amendments put forth in this document are consistent with the specific goals identified in the 2002-2007 UMP-improve infrastructure reliability, reduce operation and maintenance costs, assure environmental compatibility, stabilize the local economy, trail safety improvements, improve trail selection, improve economic return, increase public access and improve overall skier satisfaction. In addition to meeting these specific goals, the proposed amendments to the 2002-2007 UMP continues to achieve the goal of balancing ski facilities on the mountain.

B. Proposed Amendment Actions

The following is a list of proposed New Actions and modifications to actions previously approved (but not yet constructed) from the 2002 UMP. See Section IV of this UMP Amendment for more detailed descriptions of all management actions.

Figure 1-1 “2005 UMP Amendments” is a master plan showing the location of the trails and lifts and their status under this UMP Amendment.

Trails

- Abandon four North Creek Ski Bowl Trails, Pod #11, (previously approved but not built) and add eight new trails on the eastfacing slope, connecting the Historic North Creek Ski Bowl to the Gore Mountain Ski Area. The adjustments to Pod #11 will continue to provide connections to the Ski Bowl as previously approved, but the reorientation of the trails in Pod #11 will improve the skier’s experience.
- Five previously approved trails in the Burnt Ridge Pod #12 will be abandoned and four new trails will be added.
- The construction of a new novice trail from the Gondola at the Bear Mountain Summit to the Saddle Lodge (New Action).
- Abandon two approved trails in Pod #10 and modify an existing trail. This will continue to improve trail-to-trail connections on Gore Mountain.
- The previously approved Tubing Facility at the Bear Mountain Summit will be abandoned.

Lifts

- A new gondola is proposed from the Base Area of the North Creek Ski Bowl to the Base Area of Gore Mountain Ski Area. This new gondola will provide an improved, reliable, four season interconnect between the two base lodge areas which will run both ways for passengers.
- The previously approved North Creek Ski Bowl Lift (Lift #11) will be realigned.
- The previously approved Burnt Ridge Lift (Lift #12) will be realigned.
- The Gore E Gully trail and lift area will be retained for freestyle terrain with minor terrain developments. This will be a snow moving activity, not an earth moving activity. The Gore-E-Gully area was proposed to be abandoned in the 2002-2007 UMP.

Parking

- A new bus parking lot along the access roadway is discussed as a Conceptual Action only, and no construction would be initiated without a future UMP amendment.
- A new sand storage pole barn for parking lot maintenance will be constructed at an existing gravel parking lot.

Lodges

- The NYSEF Race Training Building will have an addition and will be renovated.

The proposed amendments will increase the approved downhill ski trail mileage from 33.9 miles to 35.4 miles. The trails above the 2800' elevation will be reduced by this plan by a total length of 1200 feet.

The amendments put forth in this document are consistent with the specific goals identified in the 2002-2007 UMP-improve infrastructure reliability, reduce operation and maintenance costs, assure environmental compatibility, stabilize the local economy, provide trail safety improvements, improve trail selection, improve economic return, increase public access and improve overall skier satisfaction. In addition to meeting these specific goals, the amendments to the 2002-2007 UMP continues to achieve the goal of balancing facilities on the mountain.

C. General Facility Description

No change to this section is necessary. Refer to the 2002 UMP.

D. History of Ski Center

No change to this section is necessary. Refer to the 2002 UMP.

E. Description of UMP/EIS Process

The Adirondack Park State Land Master Plan, adopted in 1971, provides guidelines for the preservation, management and use of State-owned lands by State agencies in the Adirondack Park. Gore Mountain Ski Center land is classified under the plan as an "Intensive Use Area." The plan provides that the primary management guideline for Intensive Use Areas is to provide the public opportunities for a variety of outdoor recreational pursuits in a setting and on a scale in harmony with the relatively wild and undeveloped character of the Adirondack Park.

Unit Management Plans must conform to the guidelines and criteria set forth in the State Land Master Plan. The Adirondack Park Agency Act (Section 816) directs the NYSDEC to develop, in consultation with the Agency, individual unit management plans (UMPs) for each unit of land under its jurisdiction that is classified in the Adirondack Park State Land Master Plan. Unit management Plans are prepared by the NYSDEC in consultation with the Adirondack Park Agency (APA).

Gore Mountain Ski Center opened in 1964 and early management was under the direction of the NYSDEC. Management was delegated to the Olympic Regional Development Authority (ORDA) on April 1, 1984 through an agreement with NYSDEC which was authorized by Chapter 99 of the Laws of 1984 (Article 8, Title 28, Section 2614, Public Authorities Law). This agreement transferred to ORDA the responsibility for the use, operation, maintenance and management of the ski area and remains in effect until March 31, 2012. Under the agreement, ORDA is to cooperate with NYSDEC to complete and periodically update the UMP for the ski area. A UMP for Gore was completed in 1987, and was updated in 1995 and again in 2002. This 2002 UMP is still in effect as the document by which Gore is managed and is implemented pursuant to a 1991 Memorandum of Understanding (MOU) between the NYSDEC and ORDA.

2002 UMP

Concurrent with the formulation of the 2002 UMP was the preparation of a Supplemental EIS. ORDA was declared Lead Agency for the SEQRA review for the 2002 UMP and held a Scoping Session on June 21, 2000. An initial draft of the 2002 UMP was submitted to the NYSDEC and the APA for review and comment, prior to the preparation of the final draft plan for public review. ORDA revised this document in response to the comments of the APA and DEC and on March 21, 2001, declared the document complete for public review. A SEQRA Public Hearing was held on April 9, 2001 and the comment period remained open until May 1, 2001.

The Final Environmental Impact Statement was prepared after consideration of all comments and recommendation made on the Draft. The FEIS was deemed complete for review by ORDA on January 31, 2002 and Notice of its publication was made public in the February 6, 2002 issue of the Environmental Notice Bulletin. The Commissioner of the NYSDEC then adopted the 2002 UMP and the 2002 UMP was placed on file with the Adirondack Park Agency.

2005 Amendment

The process for this 2005 UMP Amendment will be similar to the process that led to the approval of the 2002 UMP.

An initial draft of the 2005 Amendment and the Supplemental EIS was submitted to NYSDEC and APA for initial review and comment. Following receipt of comments from NYSDEC and APA the draft document was amended and resubmitted to the NYSDEC for further review.

On December 28, 2005 ORDA, as Lead Agency, accepted the Draft 2005 UMP Amendment and Supplemental Environmental Impact Statement as Complete. Notice of the SDEIS Completion Determination was included in the December 28, 2005 issue of the Environmental Notice Bulletin (ENB) along with the announcement that public comment on the Public Draft would be accepted until January 31, 2006.

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contemplation period, the NYSDEC, APA and ORDA will each prepare a written Statement of Findings of Fact which specify potential impacts and mitigation measures, as appropriate. The Findings of Fact form the basis for DEC adoption of the UMP Amendment. After the Commissioner adopts the Final UMP Amendment/EIS, the UMP Amendment will be filed with the APA.

All volumes of the Supplemental EIS are available for review at the following offices: ORDA in Lake Placid, Gore Mountain, APA headquarters in Ray Brook, DEC in Ray Brook, Johnsburg Town Hall and the Warren County Municipal Center.

F. Status of 2002 Unit Management Plan

This UMP Amendment contains specific changes to the approved 2002-2007 UMP. Unless otherwise specified in this Amendment, the management actions contained in the 2002-2007 UMP, including carryover management actions from the 1987 and 1995 UMPs, remain in affect as approved.

Table 1-1, “2005 UMP Amendment and Status of 2002-2007 UMP (with carryover 1987 and 1995 actions)” indicates which management actions approved in the 2002-2007 UMP are completed, partially completed, pending construction, modified in this 2005 UMP Amendment, or are abandoned altogether.

Table 1-1
2005 UMP Amendment and Status of 2002-2007 UMP
(with carry over 1987 and 1995 actions)

ITEM #	MANAGEMENT ACTION	COMPLETED	PARTIALLY COMPLETED (% completed)	APPROVED, CONSTRUCTION PENDING	ABANDONED	MODIFIED/ NEW IN 2005 AMENDED OR UPDATED
2	Downhill Trails					
	• New Trails & Crossovers					
	1-N-M			X		
	1-N-N			X		
	1-N-O Twister	X (Glade)	Trail(5%)			
	1-N-P Twister	X (Glade)	Trail (5%)			
	1-N-Q Wildair (Sunway to 1-N-R)		widening (75%)			
	1-N-Q (1-N-R to 1-B)			X		
	1-N-R Wildair		widening (75%)			
	2-N-L			X		
	6-N-O			X		
	7-N-L Rumor	X				
	7-N-M Lies		widening (75%)			
	7-N-M (Cutoff S. Branch)				X (2005)	
	7-N-O Lower Open Pit		widening (75%)			
	7-N-P Straight Brook Glades		trail (5%)			
	7-N-Q Double Barrel		widening (40%)			
	9-A	½ Width		½ Width		
	10-A Pine Knot		widening (75%)			
	10-B (Upper) Kilcare		Trail (5%)			
	10-B (Lower) Pine Knot		widening (75%)			
	10-C Uncas		widening (80%)			
	10-D				X (2005)	
	10-E (Upper) Topridge	X				
	10-E (Lower) Topridge	X				
	10-F					X(2005)
	10-G				X (2005)	
	10-H (Upper)			X		
	10-H (Lower)			X		
	10-I					X (2005)
	C-4 Fairview	X				
	C-5 (Upper) Sagamore				X	
	C-6 Foxlair		widening (75%)			
	C-7 Hedges					X (2005)
	C-8 Old Gondola		widening (50%)			
	11-A (Lower) Lift Line			X		
	11-B (Upper) Lift Line				X (2005)	
	11-C Access to Pod #12				X (2005)	
	11-D Access to Pipeline				X (2005)	
	11-E Oak Ridge			X		
	11-F Ridge			X		
	11-G North Prop. Bdry.				X (2005)	
	11-H New Quad/Old T-Bar					X (2005)

ITEM #	MANAGEMENT ACTION	COMPLETED	PARTIALLY COMPLETED (% completed)	APPROVED, CONSTRUCTION PENDING	ABANDONED	MODIFIED/ NEW IN 2005 AMENDED OR UPDATED
	11-I Hudson					X (2005)
	11-J North Expert					X (2005)
	11-K (Lower) Rabbit Pond					X (2005)
	11-L Crosscut to Easiest					X (2005)
	11-M (Upper) Rabbit Pond					X (2005)
	11-N Access to New Burnt Quad					X (2005)
	11-O Pipeline Trail		widening (30%)			
	12-A Access to Gore Base			X		
	12-B Access to Pipeline Trail			X		
	12-C				X (2005)	
	12-D				X (2005)	
	12-E				X (2005)	
	12-F				X (2005)	
	12-G Access to N. Lift			X		
	12-H				X (2005)	
	12-I Showcase to Burnt Base					X (2005)
	12-J Burnt South					X (2005)
	12-K Burnt Lift Line					X (2005)
	12-L Burnt North					X (2005)
	13-A Open Space	X				
	• Widening Existing Trails					
	All 1987, '95 incomplete UMP actions			X		
	1-F (Upper) Twister			X		
	1-F (Lower) Twister	X				
	1-G (Upper)			X		
	1-H			X		
	1-K	X				
	1-D (Upper) Showcase			X		
	1-D (Lower) Showcase	X				
	2-A			X		
	2-C			X		
	2-D			X		
	2-E			X		
	6-D-E			X		
	6-F			X		
	7-A			X		
	Upper Loop			X		
	3-A			X		
	3-C (Upper)			X		
2	Lifts					
	Lift #5					
	Abandon				X (2005)	
	Remove				X (2005)	
	Lift #8 (Old Gondola)					
	Abandon	X				

ITEM #		MANAGEMENT ACTION	COMPLETED	PARTIALLY COMPLETED (% completed)	APPROVED, CONSTRUCTION PENDING	ABANDONED	MODIFIED/ NEW IN 2005 AMENDED OR UPDATED
		Remove		X			
		Lift #8 (New Gondola)	X				
		Lift #2 (Replace)	X				
		Lift #3 (Replace)			X		
		Lift #4 (Replace)			X		
		Lift #7 (Replace)	X				
		Lift #1			X		
		Lift #6			X		
		Lift #9A	X (Surface Lift Not Chair)				
		Lift #9B			X		
		Lift #10	X				
		Lift #11 (Ski Bowl Quad)					X (2005)
		Lift #12 (Burnt Lift)					X (2005)
		Lift #13 (Ski Bowl Triple)			X		
		Lift #14 (Gondola)					X (2005)
3		Lodges/Buildings					
	A	Base Lodge					
		▪ Lodge Renovation			X		
		▪ Gondola Bldg. Renov.			X		
		▪ Entry Drive/Drop Off/Parking Renov.			X		
		▪ Add'l Parking			X		X
		▪ Jitney Path			X		
		▪ Base Lodge Patio	X				
		▪ Potable Water Chlorination	X				
	B	Saddle Lodge					
		▪ Potable Water Chlorination	X				
		▪ Add'n & Renov. Ski Patrol/RR			X		
		▪ Wastewater Line Saddle to Base	X				
	C	Bear Mountain Lodge Dev.					
		▪ Build New Lodge			X		
		▪ Build Car Barn		X			
		▪ Wastewater Line Bear to Saddle			X		
		▪ Potable Water		X (install chlorination and equipment)			
	D	NYSEF Building					
	E	Learning Center			X		
4		Cross Country Trails					
		▪ New Trails		X	X		
5		Snowmaking					
		▪ Snowmaking Capacity	X (4400 GPM)		X (6800 GPM)		
		▪ Hudson River Pump House	X (3200 GPM)		X (5000 GPM)		
		▪ Dist. Lines on New Trails			X		
		▪ Rental Diesel Air		X			

ITEM #	MANAGEMENT ACTION	COMPLETED	PARTIALLY COMPLETED (% completed)	APPROVED, CONSTRUCTION PENDING	ABANDONED	MODIFIED/ NEW IN 2005 AMENDED OR UPDATED
	Compressors Add'n w/Fuel					
6	Power/Electrical	X				
7	Maintenance Fac.					
	▪ Relocate Bldgs/Renovate, Add Garages			X		
	▪ New Petrol. Storage		X			
8	Trail Markers & Interpretive Systems					
	▪ Town/Hamlet Trail Head	X (w/Registry)				
	▪ Trails Marked	X				
	▪ Interpretive Systems			X		
	▪ Northwoods Knowledge	X				
9	Sand Pit Reclamation		X			
10	Community Relations		X			
11	Parking					
	▪ New Bus Lot					Conceptual (2005)
	▪ Sand Shed in Existing Lot					X (2005)
	▪ New Passenger Car Lots			X		

G. New Action Outside of Intensive Use Land

A New Action included in this UMP Amendment/SEIS is the construction of new ski trails and a new lift (relocated from location approved in the 2002-2007 UMP) on lands outside of the Gore Mountain Intensive Use Area boundary. The new trails will be constructed on land that is currently under private ownership, but will be transferred to the Town of Johnsbury as per a Resolution adopted by the Town Board on August 9, 2005 (see below) and a “Master Agreement” between the Town and FrontStreet Mountain Development LLC, entered into on November 3, 2005. These new trails will be located on lands that were traditionally part of the Historic North Creek Ski Bowl and will provide an additional and mutually beneficial connection between Gore Mountain and the Town of Johnsbury Historic Ski Bowl/North Creek.

Even though this New Action is being proposed for lands outside the Intensive Use Area, and not on State Lands, a review of potential environmental impacts associated with this New Action can occur as part of APA’s review. Because this action is not proposed for State lands, APA’s review of this action will not fall under State Land Masterplan guidelines, but instead this New Action will be reviewed under APA’s private land use regulations.

Authorization

ORDA currently operates the skiing and tubing portions of Ski Bowl Park that is owned by the Town of Johnsbury. ORDA's operation of these facilities is authorized under New York State's Public Authorities Law. ORDA's operation of Ski Bowl Park facilities is also authorized under a Lease Agreement between the Town of Johnsbury and ORDA, most recently renewed in September 2003.

Title 28 of the Public Authorities Law is known as the New York State Olympic Regional Development Authority Act. Title 28, Section 2614, Item 4 authorizes ORDA to enter into an agreement with the Town of Johnsbury to operate and manage town-owned ski and recreational facilities on Town property in accordance with the aforementioned Lease Agreement. All of the powers of ORDA provided for in Title 28 or any other law, apply in the agreement between ORDA and the Town of Johnsbury. (See copy of Title 28 in Appendix 2.)

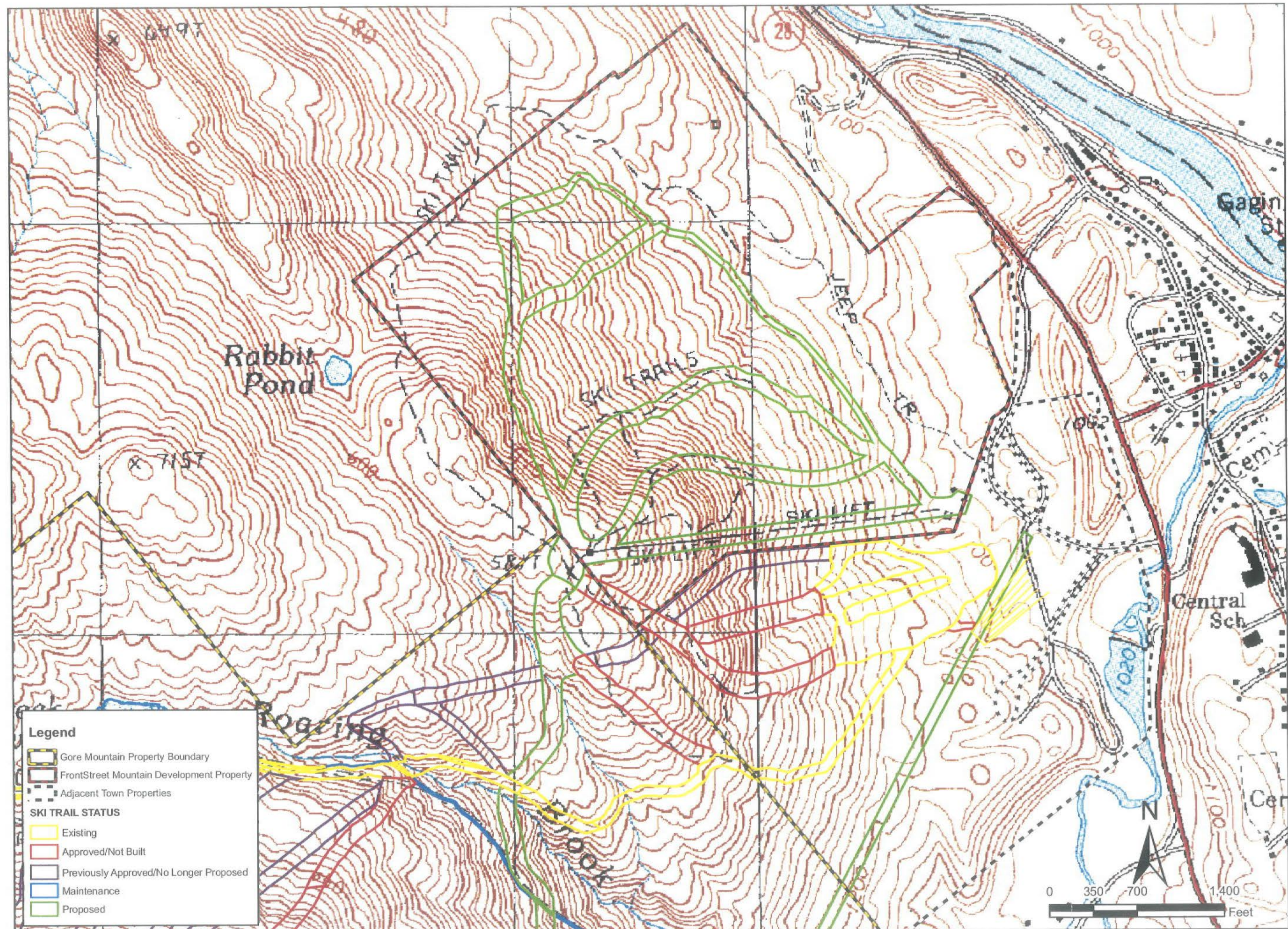
Under the terms of ORDA's lease with the Town of Johnsbury, ORDA exclusively operates the tubing park and ski facilities at the Ski Bowl on Town property (tax map parcel 66-1-14). ORDA is entitled to construct, develop and maintain the tubing park and ski trails in the manner they deem to be appropriate. ORDA also has the right to develop a lift and all facilities incident to operating a snowmaking facility with the tubing park and ski trail. (See copy of Lease Agreement in Appendix 2.)

Ownership and Operation

The new trails and lift to be constructed outside the Intensive Use Area boundary are proposed on lands that are currently both on Town of Johnsbury Parkland and privately owned lands that will be owned by the Town of Johnsbury in the near future. Figure 1-2 "Trails on Privately Owned Land" (1" = 700') shows the location of these trails and lift as well as the boundaries of the Intensive Use Area, Town lands, and privately owned lands. A copy of the Master Agreement mentioned previously is located in Appendix 2, and included in the Master Agreement in Appendix 2 is a detailed map prepared by a NYS Licensed Surveyor (1"=200') showing the lands to be obtained by the Town of Johnsbury.

A private developer is in the process of formulating a resort development plan for those lands labeled as FrontStreet Mountain Development on Figure 1-1. The FrontStreet Mountain Development, or resort development area includes lands that are currently privately owned and also lands that are owned by the Town of Johnsbury. The resort development plan would involve the Town of Johnsbury providing some Town-owned land to the private developer in exchange for the Town taking ownership of the lands containing the proposed ski trails and lift that will become part of the Ski Bowl.

Under this scenario, and the Town owning the lands for the new trails and lift, ORDA will be authorized to construct and operate the new trails and lift under the provisions of the New York State Olympic Regional Development Authority Act and its Lease Agreement with the Town of Johnsbury.



**GORE
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**Trails on
Privately
Owned
Land**

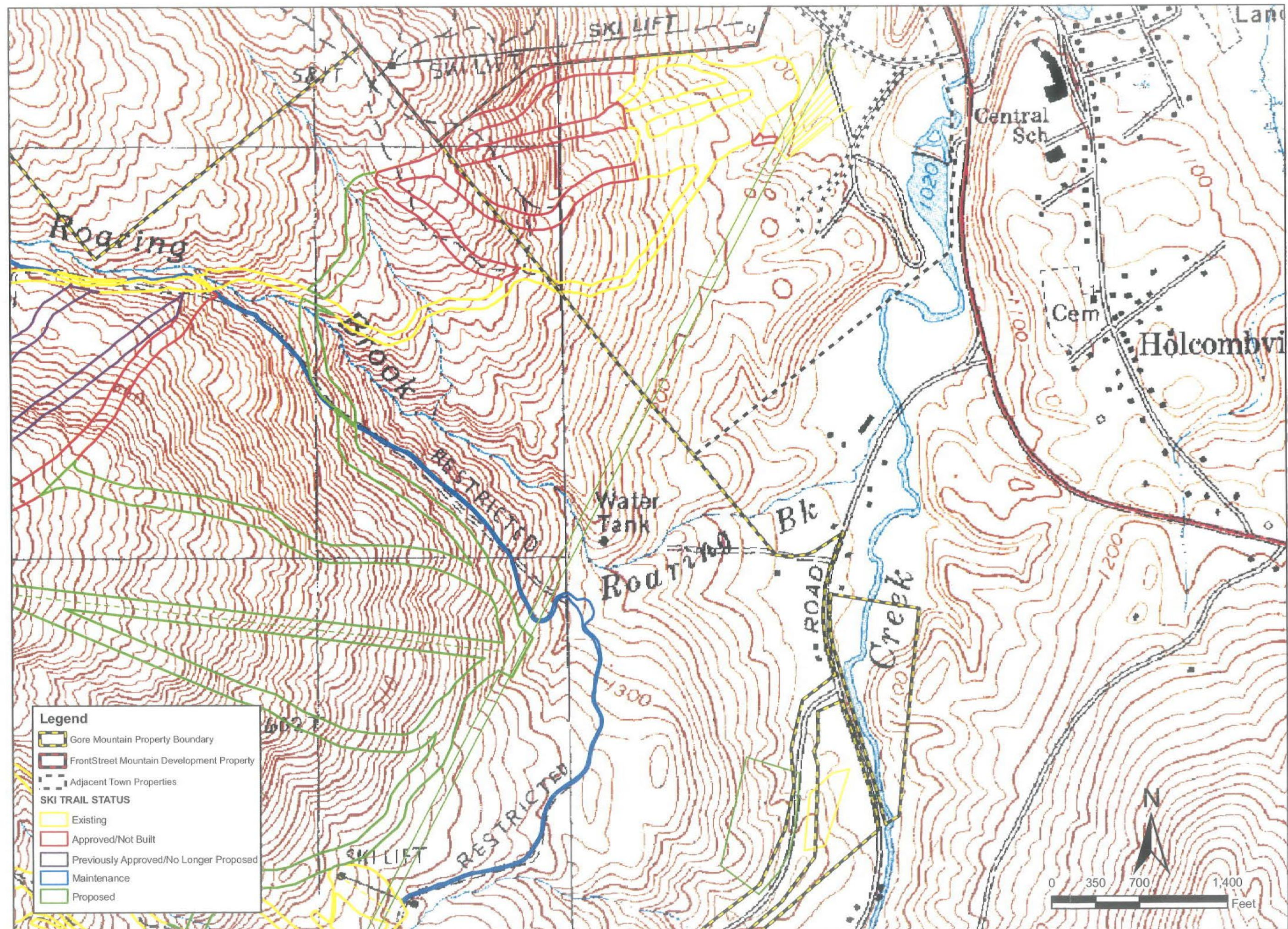
On November 3, 2005 the Town of Johnsbury and FrontStreet Mountain Development entered into a Master Agreement (See Appendix 2 that commits the Town and FrontStreet to an exchange of lands, including lands for ski slopes on lands that will become Town lands.

For whatever reason, if the transfer of lands between the Town and FrontStreet did not occur, all actions included in this UMP involving lands currently owned by the Town could occur, similar to the tubing park constructed on Town-owned lands as per the 2002 UMP. None of the actions in this UMP amendment involving currently owned Town land are dependent on the transfer of currently private lands to the Town.

Likewise, if for whatever reason, the Town of Johnsbury decides not to renew their lease with ORDA, and there is no reason to believe they would make this decision given Master Agreement, ORDA is free to relocate its infrastructure from Town-owned lands to the Intensive Use area for the continued facilitation of improved public access to Gore Mountain (See Item 3 of the Lease included in Appendix 2).

Alternatives

For whatever reason, if the private resort development should not come to fruition, there will still be a viable connection between Gore Mountain and the Historic Ski Bowl, but not on the Historic ski trail alignment described and illustrated above. Under this alternative scenario; (1) new lift # 11 would be shifted to the south (its previously-approved location) and connect the base of the Ski Bowl on Town land with the top of this lift on State Land, and (2) the previously-approved trails from the top of this lift (Trail #'s 11-C, 11-D, 11-E, 11-F, 11-G, and 11 A/B) will be constructed to connect to the Ski Bowl and the existing pipeline trail. See Figure 1-3, "Alternative Ski Bowl Area Configuration."



**GORE
MOUNTAIN
2005
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AMENDMENT**

**Alternative
Ski Bowl
Area
Configuration**

SECTION 2 INVENTORY OF EXISTING RESOURCES, FACILITIES, SYSTEMS, AND USE

This section discusses physical, built and natural resources. Where applicable, the discussion is divided into on-mountain and off-mountain components. The latter applies particularly to the proposed improvements to the Town of Johnsbury Ski Bowl Park for winter facilities only.

A. Natural Resources

1. Physical

a. Geology

On Mountain and Off Mountain

No revision to this section is necessary. Refer to the 2002 UMP.

b. Soils

On Mountain and Off Mountain

No revision to this section is necessary. Refer to the 2002 UMP.

c. Topography and Slope

On Mountain

No revision to this section is necessary. Refer to the 2002 UMP.

Off Mountain

Historic North Creek Ski Bowl property contains areas where slopes range from approximately five to eight percent at the bottom of the ski area up to 40 percent at the top of the proposed ski trails.

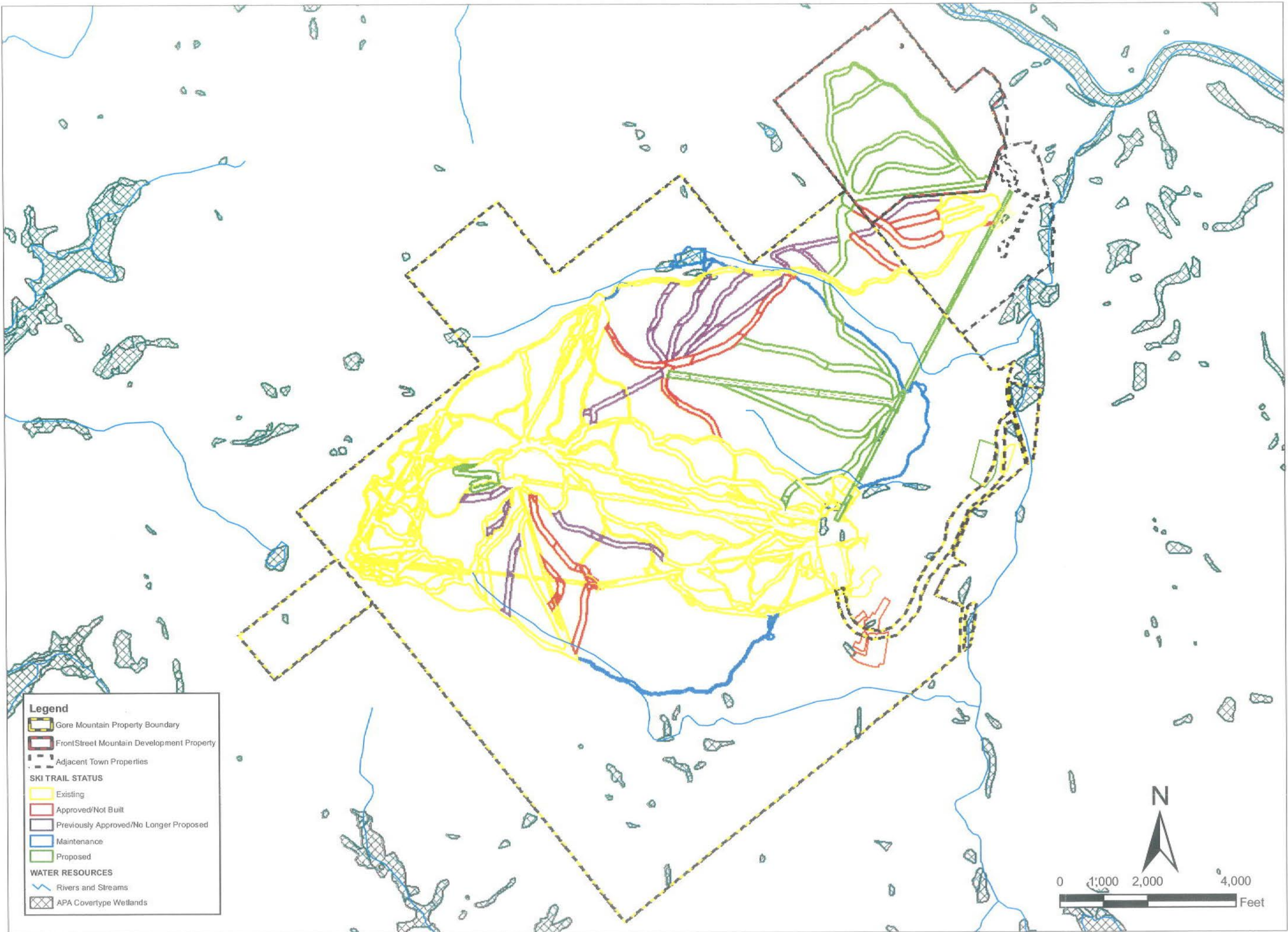
d. Water

On Mountain

A tributary to Roaring Brook is present in the very northeast corner of the Intensive Use Area. The top of Trail 11-N is proposed to cross this narrow (<5 foot wide) apparently intermittent brook. A second ski bridge over Roaring Brook will be required to carry trail 11-N to the bottom of the proposed Burnt Ridge chairlift (Lift #12). See Figure 2-1, "Surface Water Resources".

**GORE
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2005
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**Surface
Water
Resources**



Off Mountain

Unmapped and unclassified ephemeral drainages exist in the area where ski trails will be constructed. Existing topography will not be altered where ski trails cross drainages.

- e. Wetlands

On Mountain

The tributary to Roaring Brook and Roaring Brook are considered waters of the United States/wetlands by the US Army Corps of Engineers.

Off Mountain

Fringe wetlands exist along the ephemeral streams described above. No fill is proposed in any of these fringe wetlands.

- f. Climate and Air Quality

No revision to this section is necessary. Refer to the 2002 UMP.

2. Biological

- a. Vegetation

On Mountain

No revision to this section is necessary. Refer to the 2002 UMP.

A 2005 search of the files of the New York Natural Heritage Program did not identify any records of rare, threatened, or endangered species of plants or animals on the Gore Mountain Ski Center site.

Off Mountain

The off-mountain portion of proposed Pod #12 and the other Historic North Creek Ski Bowl improvements passes through beech-maple mesic forest similar to that found in the lower elevation portions of the Gore Mountain Ski Center site.

b. Wildlife

On Mountain

Potential Bicknell's thrush habitat, mountain spruce fir forest above an elevation of 2,800 feet, exists in the area of the Hedges trail that is proposed to connect the top of the Gondola at the Bear Mountain Summit to the Saddle Lodge. See Figure 2-2, "Potential Bicknell's Thrush Habitat."

Bicknell's thrush (*Catharus bicknelli*) is a species of special concern in New York State and has been identified as the Neotropical migrant of highest conservation priority in the Northeast. In New York State the species breeds in high elevation conifer forests, primarily above 3,000 feet, on mountaintops in the Catskills and the Adirondacks.

Bicknell's thrush habitat in the US consists of montane forests dominated by balsam fir, with lesser amounts of red and black spruce, white birch, mountain ash, and other hardwood species. It is adapted to naturally disturbed habitats and historically probably sought out patches of regenerating forest. Highest densities of the species are often found in continually disturbed stands of dense, stunted fir on exposed ridgelines or along edges of human-created openings.

Bicknell's thrush wintering habitat is even more restricted than its breeding habitat, with the species preferring mesic to wet broadleaf montane forests in the Dominican Republic, Haiti, Cuba, Jamaica, and Puerto Rico.¹

See Section 4, "Proposed Management Actions," for a discussion of potential impacts and mitigation measures.

Off Mountain

A 2005 search of the files of the New York Natural Heritage Program did not identify any records of rare, threatened, or endangered species of plants or animals on the off mountain lands covered under this UMP Amendment.

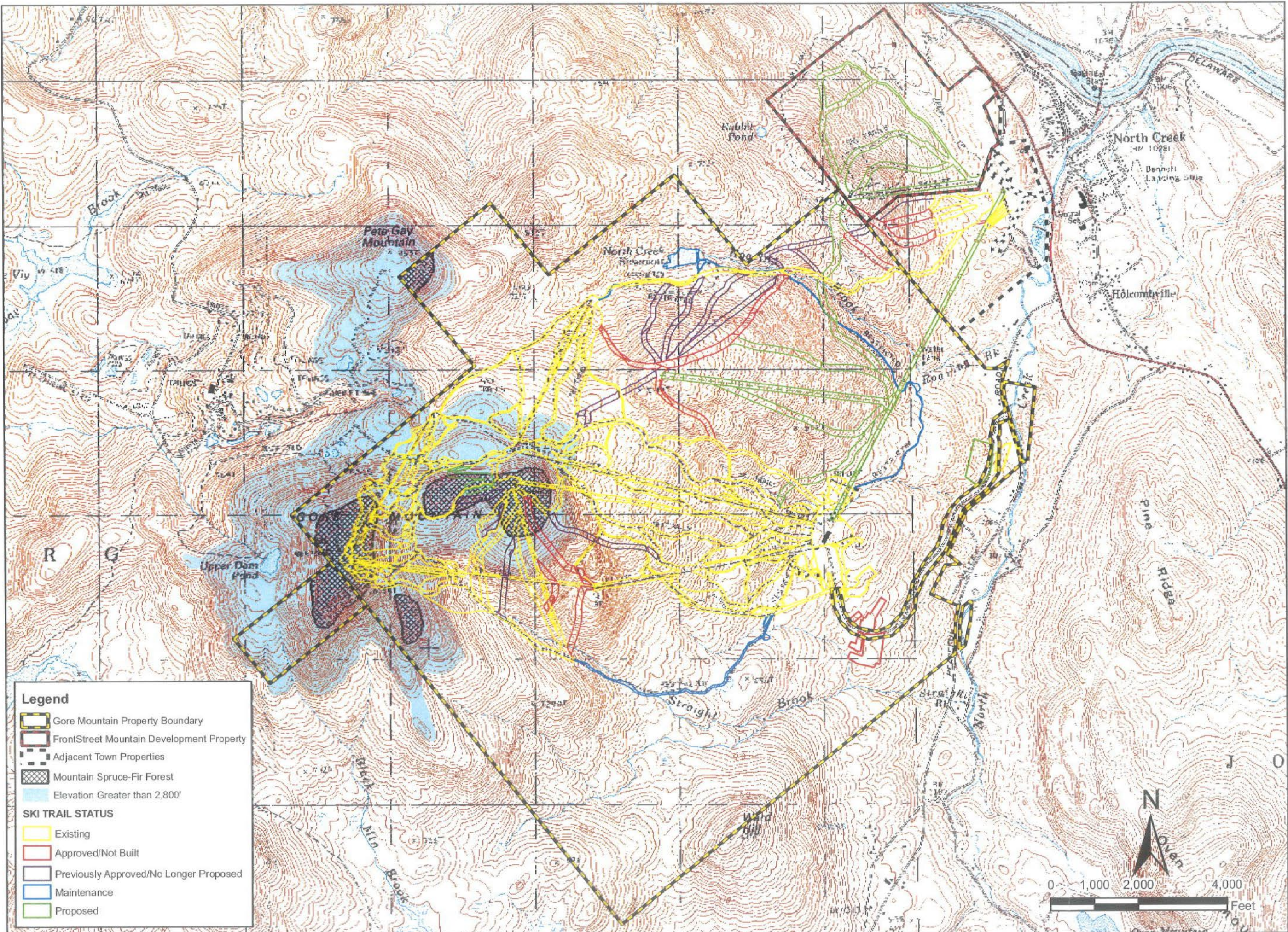
c. Fisheries

No revision to this section is necessary. Refer to the 2002 UMP.

¹ Rimmer, C.G. et al. 2001. Bicknell's thrush: *Catharus bicknelli*. In the Birds of North America: Life Histories for the 21st Century. Philadelphia Academy of Natural Sciences.

**GORE
MOUNTAIN
2005
UMP
AMENDMENT**

**Potential
Bicknell's
Thrush Habitat**



d. Unique Areas

On Mountain

No revision to this section is necessary. Refer to the 2002 UMP.

Off Mountain

No unique areas are known to occur at Ski Bowl Park or adjacent lands.

e. Critical Habitat

No revision to this section is necessary. Refer to the 2002 UMP.

3. Visual Resources

A new visual inventory from surrounding roadways and other prominent locations has been completed as part of this UMP Amendment. The inventory includes the identification of locations from which Gore Mountain and actions covered under this UMP Amendment are potentially visible. The visual assessment was conducted during April and May 2005. See Figure 2-3 “View from Rt. 28 Existing Conditions”, Figure 2-4 “View from Rt. 28N Bridge over Hudson Existing Conditions”, and Figure 2-5 “View from Johnsbury Central School Existing Condition”. See Section 5.4 of this document for a brief summary of impacts and Appendix 3 for the complete analysis and visual simulations.

B. Human Resources

1. Transportation

No revision to this section is necessary. Refer to the 2002 UMP.

2. Community Services

No revision to this section is necessary, except to note that in addition to the Johnsbury Volunteer Emergency Squad, Empire Ambulance Service, Inc. is also now available to serve the site. All emergency calls connect through 911 and are then routed to local emergency squads. Refer to the 2002 UMP.

3. Local Land Use Plans

No revision to this section is necessary, with the following note.

The easternmost portion of Ski Bowl Park is classified as “Hamlet.” The majority of Ski Bowl Park is classified as “Low Intensity Use.” Refer to Figure 2-6, “Land Use Classification.”



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**View From
Rt. 28**

**Existing
Condition**

Project: 00030
Date: 5/25/05
Figure: 2-3



the LA group
Landscape Architecture
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**View From
Rt. 28N
Hudson River
Bridge**

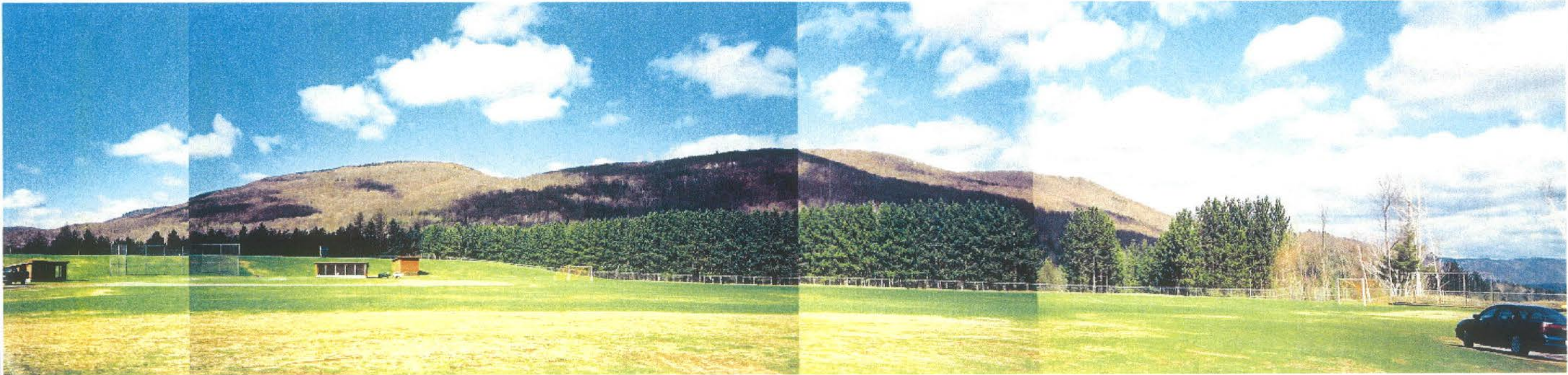
**Existing
Condition**

Project: 00030
Date: 5/25/05
Figure: 2-4

**GORE
MOUNTAIN
2005
UMP
AMENDMENT**

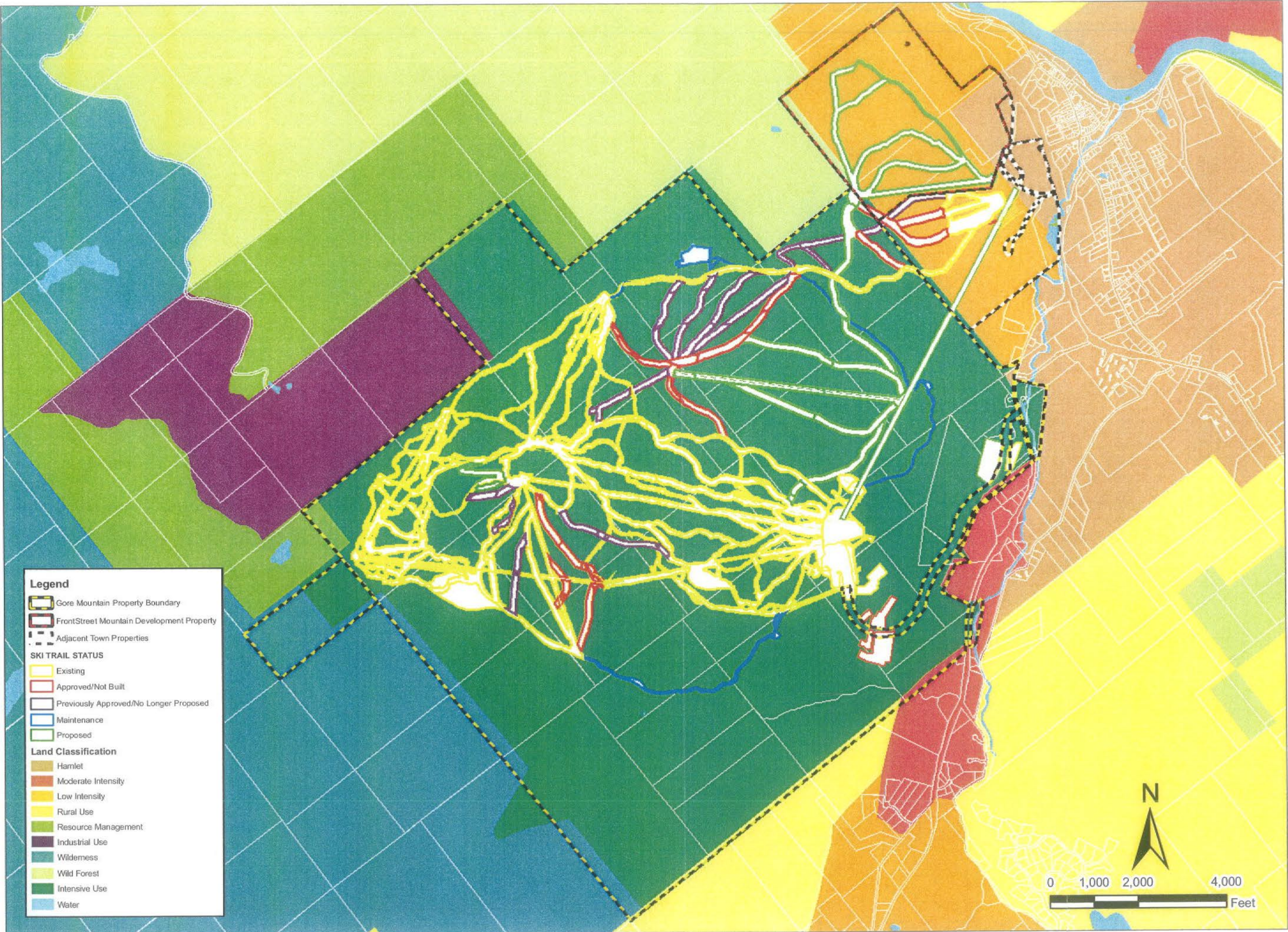
**View From
Johnsburg
Central School**

**Existing
Condition**



**GORE
MOUNTAIN
2005
UMP
AMENDMENT**

**Land Use
Classification**



C. Man-Made Facilities

1. Inventory of Constructed Facilities

a. Downhill Ski Slopes

Gore Mountain Ski Center currently includes downhill ski terrain on 59 trails which are located predominantly on north and east facing slopes of the peaks which make up Gore Mountain.

The alpine trails constructed to date total approximately 265 acres of groomed terrain, with an additional 60-70 acres of woods terrain (glades). The 1995 UMP approved 28.5 miles of trails, the 2002-2007 UMP approved an additional 5.4 miles of trails totaling 33.9 miles, and the 2005 UMP Amendment is proposing a net increase of 1.5 additional miles of trails bringing the new total to 35.4 miles.

b. Backcountry, Hiking and Mountain Biking Trails

No revisions to this section are necessary. Refer to the 2002 UMP

c. Lifts

No revisions to this section are necessary. Refer to the 2002 UMP.

There are ten existing ski lifts at Gore Mountain. In addition, there are two surface lifts, a conveyor for Ski School and a rope tow for the tubing operation.

d. Parking

Skier and visitor parking is currently provided in five lots located adjacent to the base lodge and gondola area. Four of these lots are dedicated to cars and one to buses. There is also a 6th satellite parking lot located on the lower portion of the access roadway which is limited to employee parking and some overflow bus parking on busy days.

Using an industry standard range of 140 to 180 cars per acre of parking, Gore Mountain's parking facilities can handle between 1,736 and 2,232 cars. During a typical ski weekend, the resort also accommodates between 20 and 25 buses. At the present time, the current available parking area is adequate to handle the parking demand, except during periods of peak demand when parking overflows onto the access road. Such overflows occur 3-5 times per year.

e. Access Road

No revision to this section is necessary. Refer to the 2002 UMP.

f. Buildings

No revisions to this section are necessary. Refer to the 2002 UMP.

NYSEF, currently located on-mountain, is in need of more space. A building expansion is proposed.

g. Maintenance Roads

No revisions to this section are necessary. Refer to the 2002 UMP.

h. Summit

No revision to this section is necessary. Refer to the 2002 UMP.

i. Electric Distribution

No revision to this section is necessary. Refer to the 2002 UMP.

j. Solid Waste Management

No revisions to this section are necessary. Refer to the 2002 UMP.

k. Snowmaking

Snowmaking is provided on almost 100% of Gore Mountain's trail terrain which covers approximately 265 acres. There are a total of 153 tower guns at Gore Mountain, 85 of which were purchased in 2004. The total system combines both air and airless snowmaking technology. The Ski Center has increased its water use from the snowmaking reservoir from 109 million gallons in 1995-96, to 233 million gallons during the 1999-00 season. In the 2004-2005 season, 260 million gallons of water was used for snowmaking. The amount of water pumped from the Hudson River via the snowmaking pump station was 20 million gallons in 1996-97, and increased to 74 million gallons in 1999-00. The amount of water taken from the Hudson River was further increased to 122 million gallons in the 2004-2005 season. As part of the 2002 UMP, an increase in snowmaking capacity was approved. This action is approved with construction pending, as shown in Table 1-1.

The air capacity has increased from 13,500 cfm in 1994 to 34,500 cfm in 2000, and is delivered by a combination of electric and diesel fuel air compressors. The inventory of electric compressors is aged. It is anticipated that the older air compressor will be replaced as part of on mountain snowmaking improvements.

l. Grooming Equipment

Grooming of alpine and nordic trails is accomplished with a fleet of seven grooming machines. It is anticipated that as terrain is developed as a result of the New Actions, that a total of two new grooming machines will be purchased.

m. Water Supply for Snowmaking

No revision to this section is necessary. Refer to the 2002 UMP.

n. Water Supply for Domestic Use

No revision to this section is necessary. Refer to the 2002 UMP.

Chlorination is now in place for domestic use water supply.

o. Sewage Treatment System

No revision to this section is necessary. Refer to the 2002 UMP.

p. Equipment Inventory

No revision to this section is necessary. Refer to the 2002 UMP.

2. Inventory of Systems

a. Management

No revision to this section is necessary. Refer to the 2002 UMP.

b. Organization

No revision to this section is necessary. Refer to the 2002 UMP.

c. Operations

No revision to this section is necessary. Refer to the 2002 UMP.

d. Contractual Arrangements

No revision to this section is necessary. Refer to the 2002 UMP.

3. Inventory of Facilities and Improvements Pending Construction

The following facilities were approved in the 2002-2007 UMP and are pending construction. Refer to Table 1-1.

a. Trails and Crossovers

As part of the 2002-2007 UMP, the following trails to be constructed include, 1-N-M, 1-N-N, 1-N-Q, 2-N-L, 6-N-O, 10-H Lower and Upper, 11-A Lower, 11-E Oak Ridge, 11-F Ridge, 12-A access to Gore Base, 12-B access to Pipeline Trail, and 12-G access to N. Lift.

b. Widening of Existing Trails

As part of the 2002-2007 UMP, the following trails to be widened include, 1-F Upper Twister, 1-G Upper, 1-H, 1-D Upper and Lower Showcase, 2-A, 2-C, 2-D, 2-E, 6-D-E, 6-F, 7-A, Upper Loop, 3-A, and 3-C Upper.

c. Lifts

Lifts #1, #3, #4, #6, #9B, and #13 have been approved and are pending construction.

d. Lodges

Approved actions which are pending construction include base lodge renovations and expansions, gondola building conversion to learning center, and entry drive/drop off renovations, additional parking, jitney path, an addition and renovation of the Saddle Lodge, new lodge building at Bear Mountain, new wastewater line from Bear Mountain Lodge to Saddle Lodge, and additional potable water lines.

e. Snowmaking

An increase in snowmaking capacity and the distribution lines to new trails are approved, but not yet built.

f. Maintenance Facility

The relocation of buildings and renovation of garages is approved, but as of this time has not been constructed.

D. Public Use of the Ski Center

1. Ski Season Use

With reference to Table 2-1, “Public Usage of Gore Mountain Ski Center,” it can be seen that ticketed winter visits to the Ski Center increased by approximately 38% from 1994/1995 to 2004/2005, from 100,461 to 138,811 ticketed skier visits.

The number of season pass holder visits has increased from 6,344 to 69,315, or over 900%, for the same period.

The peak ticketed days of attendance continue to be within the February Presidents’ Week, with a peak day of 5,536 on February 16, 2002.

Table 2-1
Public Usage of Gore Mountain Ski Center
Winter Trend from 94-95 until 04-05 (includes pass holders)

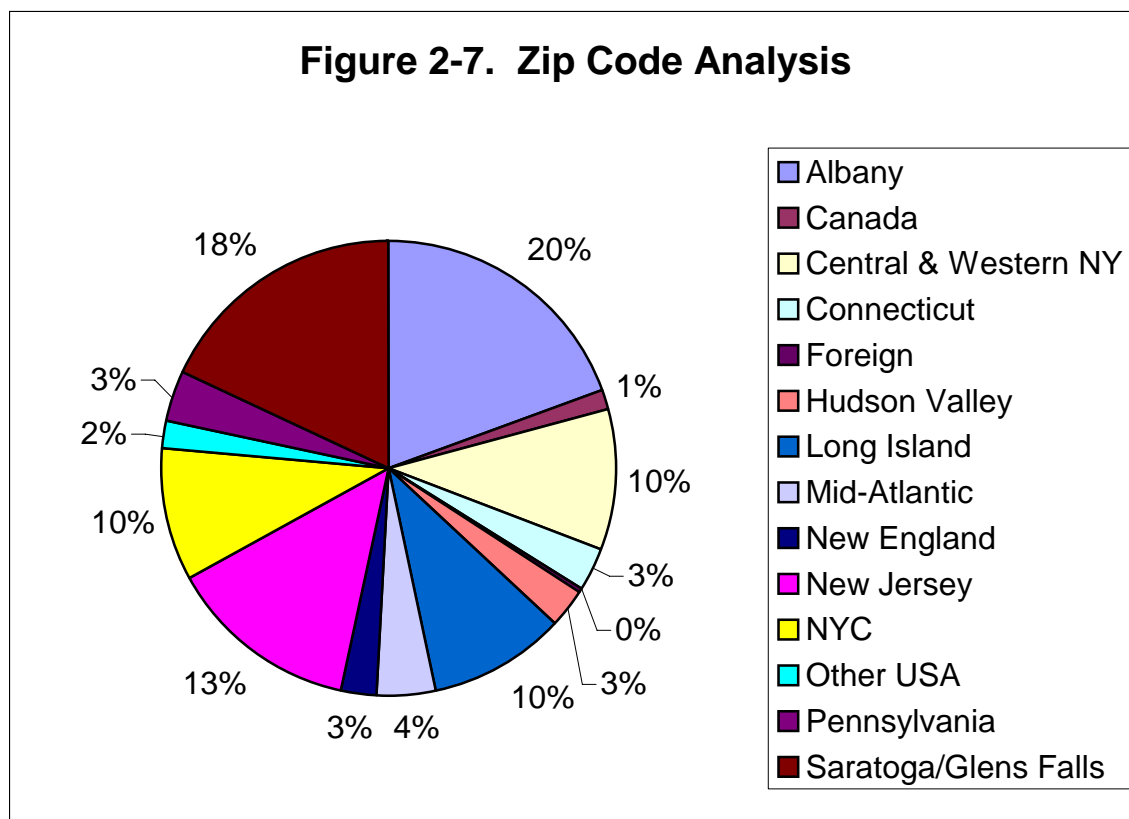
Snow Season	Ticketed Visits	Pass Holder Visits	Total Visits
94-95	100,461	6,344	106,805
95-96	121,803	7,514	129,317
96-97	130,334	7,202	137,536
97-98	132,209	8,008	140,217
98-99	116,853	7,813	124,666
99-00	120,017	25,233	145,250
00-01	155,240	30,660	185,900
01-02	127,150	46,380	173,530
02-03	148,094	65,835	213,929
03-04	133,192	82,515	215,707
04-05	138,811	69,315	208,126

Snow Season	Peak Day	Ticketed Visits
94-95	02/19/95	4,649
95-96	12/29/95	4,148
96-97	02/15/97	5,283
97-98	01/02/98	4,666
98-99	01/16/99	4,341
99-00	02/20/00	5,391
00-01	2/17/01	4,870
01-02	2/16/02	5,536
02-03	12/28/02	4,948
03-04	2/14/04	4,818
04-05	2/19/05	4,796

Snow Season	Presidents Holiday Week (Ticketed Visits)
94-95	26,091
95-96	16,579
96-97	22,526
97-98	22,503
98-99	23,129
99-00	28,234
00-01	28,353
01-02	30,127
02-03	23,158
03-04	25,970
04-05	29,234

2. Skier Characteristics

Figure 2-7 “Zip Code Analysis”, represents the geographic areas that Gore Mountain visitors come from.



3. Non-Ski Season Use

No revision to this section is necessary. Refer to the 2002 UMP.

Hikers, as well as sightseers, use the Ski Center lands in the off-season. Other non-ski season activities at the ski center include a fall foliage festival and mountain bike races which are held in the summer months. Gondola rides occur during the fall foliage season at Gore Mountain.

Summer use for hiking and sightseeing is approximately 10,400 recreators.

Hunting, trapping and fishing are prohibited at the Gore Mountain Ski Center. Only non-consumptive use of wildlife resources is permitted on Ski Center lands.

4. Annual Energy Consumption

No revision to this section is necessary. Refer to the 2002 UMP.

5. Potable Water Consumption

No revision to this section is necessary. Refer to the 2002 UMP.

SECTION 3 MANAGEMENT AND POLICY

A. Orientation and Evolution of Management Philosophy

No revision to this section is necessary. Refer to the 2002 UMP.

B. Regulatory Issues

No revision to this section is necessary. Refer to the 2002 UMP.

1. New York State Constitution Article XIV

No revision to this section is necessary. Refer to the 2002 UMP.

a. Ski Trails

No revision to this section is necessary. Refer to the 2002 UMP.

b. Vegetative Cutting

No revision to this section is necessary. Refer to the 2002 UMP.

c. Non-Alienation

No revision to this section is necessary. Refer to the 2002 UMP.

2. Adirondack State Land Master Plan

No revision to this section is necessary. Refer to the 2002 UMP.

3. 1995 and 2002 Unit Management Plans

No revision to this section is necessary. Refer to the 2002 UMP.

4. Environmental Conservation Law

No revision to this section is necessary. Refer to the 2002 UMP.

5. Olympic Regional Development Authority Act

No revision to this section is necessary. Refer to the 2002 UMP.

6. DEC-ORDA Memorandum of Understanding

No revision to this section is necessary. Refer to the 2002 UMP.

7. Other Regulations

Future development of the improvements envisioned at the Historic North Creek Ski Bowl will be subject to a town permit, and potentially will require a permit from the Adirondack Park Agency should any regulatory controls be present, such as expansion of an existing use by 25% or more, any structures proposed that are 40 feet tall or more, etc.

C. Management Goals and Objectives

No revision to this section is necessary. Refer to the 2002 UMP.

SECTION 4 PROPOSED MANAGEMENT ACTIONS

This section describes the proposed management actions which form the basis of this 2005 UMP Amendment, the resulting uses, and the proposed phasing and scheduling of actions. The actions and subsequent discussion of impacts and mitigating measures in Section V, are described at a sufficient level of detail to proceed without subsequent SEQRA or UMP review, provided they are carried out as substantially described in this document.

A. Proposed Management Actions

1. General

Overall actions proposed for this UMP Amendment are described in this section. This amendment includes New Actions and changes to previously approved, never built actions. Some of the actions were proposed and approved in the 1995 and 2002-2007 UMP/GEIS but never implemented. Refer to Table 1-1 for each Action's status.

The recommended development program under the Five-Year Plan encompasses several phases of detailed improvements covering the full spectrum of ski area facilities. This amendment program is based on the Five-Year Plan for the ski area. See Figure 1-1, "2005 UMP Amendments" which illustrates the existing trails, approved and not built trails, and proposed trails as part of this UMP Amendment.

2. New Downhill Trails and Lifts

- a. New novice trail (Hedges) from the top of the Northwoods Gondola (Bear Mountain Summit) to the Saddle Lodge

The addition of this trail will allow all skier skill levels to ride the gondola and access other mountain trails via novice terrain. Currently, there is only a "most difficult" route from the gondola summit to other trails on the mountain.

- b. New Gondola from North Creek Ski Bowl Base Area to Gore Mountain Base Area

A new gondola is proposed from the Base Area of the Historic North Creek Ski Bowl to the Base Area of Gore Mountain Ski Area. This new gondola will provide a reliable interconnect between the two ski area base lodges and, in the future, transport visitors to the Hamlet of North Creek directly from the Historic Ski Bowl to the Base Area of Gore Mountain. This gondola will run during all four seasons and will be used for trips up and down the mountain.

c. Reorient Pod #11 trails

Pod #11 trails will be relocated from their previously approved (not built) location to the east-facing slope of Burnt Ridge. This will connect the Historic North Creek Ski Bowl to the Gore Mountain Ski Area. The adjustments to Pods #11 and #12 will continue to provide connection to the Ski Bowl as previously approved, but the reorientation of the trails on Pod #11 will improve the skier's experience by providing longer runs and better terrain.

The Pod #11 trail development will include a new, but previously approved on trail 11-C, quad chair lift which will connect the top of Burnt Ridge to the connector trail/new Gondola from the base of Gore Mountain to the base of the Historic North Creek Ski Bowl. The Pod #12 trail development will include a new, but previously approved chair lift on trail 12-E to 12-K which will provide access to the Pod #12 ski trails from the Historic North Creek Ski Bowl.

d. New Lifts and Trails to Develop Connection with Town of Johnsbury Historic North Creek Ski Bowl

Two new lifts and related trails will be constructed in order to create an alpine ski trail connection with the Town of Johnsbury Historic North Creek Ski Bowl. These are referred to as Pods #11 and #12 as shown on Figure 4-2 in the 2002-2007 UMP, "2002 Gore Mountain UMP Master Plan (2 of 2)." Lift #12 is proposed to extend from the Ski Bowl onto lands of Gore Mountain. The southernmost ski trail is the existing pipeline trail, which will be widened. A trail will connect to the mid-point of the proposed new gondola (Lift #14). Here, the new lift to the summit of Burnt Ridge will begin (Lift #11). Lift #11 will discharge skiers onto the summit of Burnt Ridge, and skiers can then access either the east side of the mountain onto the Twister Trails, the north side onto the Tahawus Trails or back to the base of Lift #11. This will allow skiers who access the mountain from the Ski Bowl to access all terrain at Gore Mountain.

The trails in Pods #11 and #12 will average 120 feet in width, and will be maintained (including snowmaking) by Gore Mountain staff. The Town of Johnsbury will be making the appropriate permit applications for the proposed improvements to Ski Bowl Park, and will then construct the facilities. Gore Mountain staff will manage and operate Ski Bowl Park facilities, which will include the tubing park, snowboarding park, alpine ski trails, sledding hill, and related snowmaking, ski patrolling, ticket and food concession sales, equipment rental, lodge and parking. Legal and contractual agreements are needed in order to develop this action.

3. New Bus Parking Lot – Conceptual Action

Gore Mountain has identified a need for an additional bus parking lot. A location has been identified that may be suitable for bus parking and conceptual plans have been developed (See Appendix 6). Issues relating to visual impact, stormwater, earthwork, traffic, etc. need to be examined in greater detail before this is pursued as a New Action. The bus parking lot is discussed here as a Conceptual Action only, and would not be undertaken without a future UMP Amendment and attendant public process.

Gore Mountain needs a parking lot dedicated for buses.

The bus business peaked in the mid 1980's and steadily declined until the mid 1990's. From the mid 1990's through the present time the bus traffic has consistently grown. Gore Mountain is the destination of over 20 buses on most weekends and holiday periods. During the 7 weeks of the towns' youth commission programs, Gore Mountain hosts in excess of 30 buses a day. With the current increases in fuel prices, Gore Mountain expects the mass transit of guests to continue to increase.

Presently buses unload the skiers near the base lodge then have to leave the facility, because there is no place for them to park on site. Currently buses park near the train station in downtown North Creek. This displeases downtown business owners because the parked buses take up parking spaces that otherwise could be used by customers of these businesses. At one time buses used the Town Park, and parking of numerous buses in the park conflicted with park uses.

Alternative locations for this facility have been considered, and the proposed location has been determined to be the preferred alternative location. The preferred location for the bus parking lot is on the Gore Mountain access road, which is most convenient for traffic patterns after dropping off the passengers and on the way to pick up the passengers. This location is immediately across the access road from another parking lot, which maintains consistency of shuttle bus patterns and vehicle turning patterns. The stormwater management at this location will be easy to implement due to the presence of deep and well-drained soils and lack of shallow bedrock. Visual impact is restricted to only the Gore Mountain Access Road and a substantial buffer of vegetation can be maintained between the parking area and road to mitigate this impact (See Appendix 6).

An alternative location for a bus parking lot has been discussed before, and in fact in the 1987 UMP, parking was approved east of the Gore Mountain access road, on Peaceful Valley Road. The topography of this site is flatter and stormwater can be managed, however the site has a visual impact for all traffic traveling on Peaceful Valley Road, County Route 29. The remote location of this site also causes more traffic congestion and conflicts on this County road as buses would have to travel on and turn off of and onto a road that is outside of the Ski Area.

4. On-Mountain Tubing Hill

The tubing hill with a surface lift, which was proposed to be developed to the west of the Bear Mountain summit, will be abandoned. The proposed connections to the Historic North Creek Ski Bowl will allow access to the currently operational tubing park at that location.

5. Snowmaking

There are two water resources used for snowmaking including the pump house at the Hudson River, an on-mountain pump house, and the on mountain reservoir.

The Hudson River water intake has been completed and the pump station upgrade is still under construction. As part of the proposed amendments new snowmaking piping will have to be

installed along trails, however, water withdrawal will remain within the limits approved in the 2002 UMP, specifically, an upper limit of 5,000 gallons per minute (gpm) for the Hudson River Pump House.

Expansion of snowmaking capacity from 4400 gpm to 6800 gpm has been approved and is pending construction for the on-mountain pump house.

6. Sand Storage Pole Barn

A sand storage structure is proposed to be constructed in an existing gravel parking lot.

7. Race Training Building Expansion

The existing NYSEF building is 28'x48'. There are plans for two additions, one that is 28'x48' and one that is 24'x30'. See building elevations and floor plans attached as Appendix 4.

The proposed expansion will provide much-needed additional space in the NYSEF building, approximately doubling its size. There is ample space around the existing NYSEF building to construct the expansion. No access drives are needed for the building, and since the building is located within an existing open area, no tree clearing is required for the expansion of the NYSEF building.

8. Potable Water

As part of the 1995 UMP a new potable water supply to the Bear Mountain Lodge was approved, but has not yet been built. As part of the 2005 UMP Amendment, the potable water supply to the Bear Mountain Lodge will be completed with the installation of chlorination and other equipment.

B. Projected Use

As per attendance figures provided previously in Section 2, ticketed winter visits to the Ski Center increased by approximately 38% from 1994/1995 to 2004/2005, from 100,461 to 138,811 ticketed skier visits.

The number of season pass holder visits has increased over 900% over the same period, from 6,344 to 69,315.

The peak days of attendance continue to be within the February Presidents' Week, with a peak day of 5,536 on February 16, 2002.

Summer visits for hiking, mountain biking and sightseeing is approximately 10,400 recreators.

C. Actions Approved in the 1995 UMP/GEIS which are a Part of the Foregoing Five-Year Plan

Refer to Section IV.A “Proposed Management Actions” and Table 1-1 for a description and summary of the proposed Amendment Actions.

D. Prioritization of Management Actions

No prioritization is necessary for this UMP Amendment. Refer to the 2002 UMP for previous prioritization of management actions.

SECTION 5

POTENTIAL IMPACTS AND MITIGATION MEASURES

The analysis in this UMP Amendment provides site-specific information for all aspects of the UMP Amendment. This UMP Amendment identifies threshold issues and alternatives at a level of detail sufficient to demonstrate the environmental feasibility of the proposed improvements.

This section discusses potential impacts from the proposed 2005 UMP Amendment. Where significant impacts are identified, mitigation measures are proposed. Where applicable, the discussion is divided into on-mountain and off-mountain components.

Site-specific impacts generally relate to natural resource features such as vegetation, soils or visual characteristics. The specific number of trees, soil or viewshed affected is presented for such impacts.

There are no other projects of significance in the study area which affect the calculations in this section, hence a separate discussion of cumulative impacts has not been provided.

A. Natural Resources

1. Vegetation

a. Impacts

On Mountain

The proposed amendments will increase the approved downhill ski trail mileage from 33.9 miles to 35.4 miles. The “previously approved/no longer proposed trails” above the 2800’ elevation will be reduced by this plan by a total length of 1200 feet.

Impacts to vegetation from the project will occur primarily in the area of the new Pods #11 and #12 lifts and trails on the east side of Burnt Ridge. There will also be some clearing to create the new beginner trail (Hedges) from the Bear Mountain summit to the Saddle Lodge. The impacts will consist of cutting of all woody plant stems and removal of tree stumps where necessary.

Tree clearing will take place over approximately 88 acres. 49 acres which were previously approved but never cleared are proposed to be abandoned. 88 acres are new proposed tree clearing for trails and lifts.

Article XIV, Section 1 of the New York State Constitution authorizes “not more than forty miles of ski trails thirty to two hundred feet wide, together with appurtenances thereto, provided that no more than eight miles of such trails shall be in excess of one hundred twenty feet wide, on the slopes of Gore and Pete Gay mountains in Warren County.” This language implicitly authorizes the cutting of trees within the footprint of these ski trails. After construction of the trails proposed in the Amendment to this Unit Management Plan, there will be a total of approximately 35.4 miles of ski trails at Gore Mountain. Less than one mile of trail will exceed a width of one hundred and twenty feet. Consequently, the new trails proposed in this amendment are

authorized by and will not exceed the Constitution's mileage, width and implicit tree cutting thresholds.

All vegetative cutting at Gore Mountain Ski Center will be in compliance with the DEC tree cutting policy. Tree removal will be in accordance with the Department of Environmental Conservation's (DEC) Lands and Forest Policy LF-91-2 entitled 'Cutting Removal or Destruction of Trees and Endangered or Rare Plants on Forest Preserve Lands.' Forest inventory data collected by NYSDEC have been used to estimate the magnitude of these impacts in terms of the number of trees to be removed. Table 5-1, "Summary of Tree Cutting Data," lists the estimated numbers of various species of forest trees that would be removed in creating new ski lifts and trails. The data for each tree species have been divided into two groups: stems of 3-4 inches dbh (diameter at breast height) and stems larger than 4 inches dbh. These estimates indicate that a total of up to 34,393 trees will be cleared. Total clearing for the project, would involve clearing of about 12,880 trees with stems of 3-4 inches dbh and about 21,513 trees larger than 4 inches dbh. Table 5-1, "Summary of Tree Cutting Data," summarizes this data. Table 5-1 also shows the totals of previously approved/no longer proposed trails. In essence, these trees are being "given back" as the proposed trails are now abandoned and will not be cut. The column "Net Trees Cut" shows the difference between new proposed action totals and the previously approved/no longer proposed trails, indicating a gain or deficit in certain tree types. For instance, there will be 6,447 more beech trees cut than in the previously approved trails, but there will be 4,892 less balsam fir trees cut than in the previously approved trails. See Appendix 5 for tree cruise data analysis.

Table 5-1
Summary of Tree Cutting Data

	2005 New Action Totals			Previously Approved/No Longer Proposed Totals			Net Trees Cut
	Trees 3-4"	Trees > 4"	All Trees	Trees 3-4"	Trees > 4"	All Trees	
	dbh	dbh		dbh	dbh		
Sugar Maple	3,754	8,759	12,512	450	1,947	2,396	10,116
Beech	4,190	3,838	8,028	898	683	1,581	6,447
Yellow birch	135	982	1,118	25	296	321	796
White Birch	966	2,700	3,665	2,252	4,225	6,477	-2,812
White ash	2	382	384	-	125	125	260
Black Cherry	-	166	166	-	6	6	161
Ironwood	301	184	484	98	60	159	326
Red Spruce	96	414	510	193	322	515	-5
Red Maple	336	1,182	1,517	-	124	124	1,394
basswood	-	28	28	-	8	8	19
Red Oak	836	874	1,710	19	166	185	1,525
Hemlock	-	6	6	-	11	11	-5
Balsam Fir	2,055	1,601	3,656	4,627	3,921	8,547	-4,892
Striped Maple	114	103	217	1,114	200	1,314	-1,097
Aspen	-	46	46	-	6	6	39
Mountain Ash	96	248	344	193	365	558	-214
Total Trees	12,880	21,513	34,393	9,870	12,464	22,334	12,059

Clearing acreage	88	49	39
All Trees 3-4"	12,880	9,870	3,010
All Trees >4"	21,513	12,464	9,048

Trees lawfully cut in accordance with the policies provided above can be removed from the premises in any manner deemed feasible by ORDA so long as such method is consistent with the guidelines of the State Land Master Plan, this UMP and Article 8 of the ECL. Virtually all trees which are cut for ski trail construction and widening and construction of lifts and other amenities are chipped and used on-site as fill for construction and erosion control projects. Access for the wood chipper on steeper terrain is limited so some trees are buried for use as fill and erosion control.

In order to determine the need for a detailed biological survey of the areas to be impacted by vegetation clearing and new construction (the “project site”), an analysis of the likelihood of rare plant species occurring in those areas was undertaken. Data on plant rarity and areas of occurrence were taken from the Rare Plant Status List (Active Inventory List) of the New York Natural Heritage Program of NYSDEC (Young, 1992). Since the project site is in Warren County, near the boundaries with Essex and Hamilton counties, all rare species listed as occurring in at least one of those counties were used in the analysis.

There are twenty species which were judged to be possible inhabitants of the project site. These are mainly plants which are found in places such as rich beech-maple woods, woods with rocky or sandy soils, and seepy areas along rocky streams. In spite of the existence of suitable habitat, the probability of any one of these species occurring on the project site is very low.

A May 11, 2005 letter from the NYSDEC Natural Heritage Program, provided in Appendix 2, “Documents of Record,” states that the NHP has no records or occurrences of any rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the vicinity of the site.

Invasive/Exotic Plants

Nonnative, invasive species directly threaten biological diversity and the high quality natural areas in the Adirondack Park. Invasive plant species can alter native plant assemblages, often forming monospecific stands of very low quality forage for native wildlife, and drastically impacting the ecological functions and services of natural systems. Not yet predominant across the Park, invasive plants have the potential to spread - undermining the ecological, recreational, and economic value of the Park’s natural resources.

Prevention of nonnative plant invasions, Early Detection/Rapid Response (ED/RR) of existing infestations, and monitoring are primary objectives in a national strategy for invasive plant management and necessitates a well-coordinated, area-wide approach. A unique opportunity exists in the Adirondacks to work proactively and collaboratively to detect, contain, or eradicate infestations of invasive plants before they become well established, and to prevent further importation and distribution of invasive species, thus maintaining a high quality natural landscape. The Department shares an inherent obligation to minimize or abate existing threats in order to prevent widespread and costly infestations.

The Adirondack Park is susceptible to further infestation by invasive plant species intentionally or accidentally introduced to this ecoregion. While many of these species are not currently designated a priority species by the Adirondack Park Invasive Plant Program (APIPP), they may become established within or in proximity to a unit and require resources to manage, monitor, and restore the site. Infestations located within and in proximity to a unit may expand and spread to uninfected areas and threaten natural resources within a unit; therefore it is critical to identify infestations located both within and in proximity to a unit and then assess high risk areas and prioritize Early Detection Rapid Response (ED/RR) and management efforts.

Currently there is a noticeable lack of invasive terrestrial plants on Gore Mountain including a lack of Purple loosestrife (*Lythrum salicaria*), Common reed (*Phragmites australis*) and Japanese knotweed (*Fallopia japonica ssp. japonica*).

Gore Mountain will use straw, erosion control blankets made of excelsior, jute, synthetic fabric or webbing, or combinations of these rather than hay for mulching and other erosion control practices. All equipment used for earth moving, grading or excavating on the site including, but not limited to, trucks, excavators, and tractors, shall be washed with high pressure hoses and hot water, or other similar methods approved by the Engineer in Charge (EIC) prior to being brought on the site. The intent of this management practice is to ensure that all equipment utilized for the project is clean and free of all soil, mud or other similar material that may contain invasive plant materials, seed or other propagules. If washed on the project site, equipment shall be washed in one location to prevent the distribution of propagules among different wash sites. The contractor shall make every effort to prevent invasive plant species from being introduced to the construction site. This management practice does not apply to pavement grinders, paving equipment, dump trucks used to transport hot asphalt or other equipment used solely for highway resurfacing or to remove/install signs or guide rail.

Off Mountain

Construction of the proposed improvements to the Town of Johnsbury Historic North Creek Ski Bowl will involve several new trails and a gondola.

b. Mitigation Measures

The following measures will be employed to mitigate the potential impacts on vegetation during construction.

- Only areas absolutely necessary for construction of ski trails, ski lifts, and other proposed improvements will be cleared of vegetation. All other areas will be maintained in a natural state.
- Erosion control measures (see Section 5.A.3) will be used on cleared areas with disturbed soils to avoid affecting adjacent vegetation by erosion or siltation. Erosion-control devices to be used will include filter fabric fences and staked straw bale filters.

- Upon the completion of clearing of new ski trails and ski lift corridors, they will be seeded with grass mixtures to promote rapid revegetation. Areas disturbed for any other improvements will also be landscaped and revegetated as soon as practicable.
- Plants used to revegetate disturbed areas and planted as part of landscaping will be species which are indigenous to the region.
- No clear-cutting of trees to develop panoramic views is proposed. Views will be framed or filtered by existing vegetation.
- All soil disturbing activities will comply with the NYS DEC General Permit GP-02-01. See Appendix 6 “Example SWPPP”.
- Train staff working at Gore Mountain unit to identify and document the location of key invasive plant species.
- Work towards a complete comprehensive inventory of the presence and extent of invasive plants in the unit.
- Eliminate any identified populations of invasive plant species that are discovered in the unit. These actions may be carried out by DEC personnel or by members of APIPP or other volunteers under supervision of DEC through an Adopt-a-Natural Resource Agreement.
- Continue periodic monitoring and further management of identified invasive plant populations with particular site inspections where hay was used in the recent past.

2. Water and Wetland Resources

a. Impacts

On Mountain

Wetlands on the mountain have been avoided in the planning and design of renovated and new facilities. Intermittent and permanent drainages will be crossed by proposed ski trails, and existing trees and shrubs will be removed and replaced with grasses. Impacts to water resources as a result of this tree clearing will be temporary and minimized by sediment and erosion control measures. If necessary, culverts will be placed in drainageways crossed by ski trails or ski bridges installed in order to keep the trails from flooding during times of runoff. The crossing of Roaring Brook by trail #12-C/11-N, access to Pod #12 trails, will require a second bridge and a tributary crossing.

None of the activities proposed on the mountain have been located on areas that overlay potential aquifer areas. No changes to or impacts on groundwater flow or quality are anticipated.

Clearing of trails and returning them to grass and meadow may not significantly increase stormwater runoff. Therefore, treatment or attenuation of increases in stormwater volumes may

not be necessary for the creation of ski trails. However, implementation of proper sediment and erosion control practices during construction, as well as properly controlling runoff hydrology after construction, are important for protecting water quality in nearby receiving waters. See Appendix 6 for an example of a SWPPP including Erosion and Sediment Control measures to be implemented during construction. Likewise, the SWPPP in Appendix 6 includes operational phase water management descriptions, i.e. in certain slope areas, waterbars will be installed to direct trail runoff into existing forested areas where it can dissipate. Changes to the stormwater runoff calculations presented in the 2002-2007 UMP will be updated, where necessary, as the result of the stormwater analysis performed during the preparation of the SWPPP.

The site's sandy soils are conducive to the development of a stormwater management basin for the proposed bus parking lot. A detailed stormwater management report has been prepared for the proposed bus parking lot and is attached as part of Appendix 6. The stormwater management for the proposed parking lot consists of a forebay to treat the water quality volume and an infiltration basin which attenuates the 10- and 100-year storms to predevelopment rates.

In accordance with the 1995 UMP, water quality in streams around Gore Mountain has been monitored since 1995. Water quality monitoring has been performed in response to concerns expressed during the UMP public review process (1995 UMP FGEIS Section 2.02). Concern was expressed that construction of new ski trails and other improvements described in the 1995 UMP could potentially impact water quality in the brooks that drain the areas of proposed improvements. Water quality data collected to date from Straight Brook and Roaring Brook indicates that ski area improvements that have been made have not resulted in either increased sediment loading or increased nutrient loading to the streams around Gore Mountain.

Off Mountain

Wetlands on the Historic North Creek Ski Bowl portion of the improvements have been avoided in the planning and design of the Project. Intermittent and permanent drainages will be crossed by proposed ski trails, and existing trees and shrubs will be removed and replaced with grasses. Impacts to water resources as a result of this tree clearing will be temporary and minimized by sediment and erosion control measures. If necessary, culverts will be placed in drainageways crossed by ski trails or ski bridges installed in order to keep the trails from flooding during times of runoff.

A preliminary plan for the improvements to the Historic North Creek Ski Bowl has been developed as part of this 2005 UMP Amendment. Conceptually, the work at the Historic North Creek Ski Bowl does not appear to have the potential to create a significant adverse impact on water resources from stormwater. Much of the base of the Historic North Creek Ski Bowl is already cleared, Ski Bowl Road is paved, and gravel parking lots are available.

b. Mitigation Measures

The following measures will be employed to mitigate the potential impacts on streams and wetlands during construction of the improvements and operation of the ski center.

- Filter fabric fences and stone check dams will be installed in places where widening of the snowmaking water pipeline route into a ski trail borders wetlands and streams.
- Soils disturbed by construction will be mulched with straw, erosion control blankets made of excelsior, jute, synthetic fabric or webbing, or combinations of these and seeded with grasses as soon as practicable in order to minimize potential for erosion.
- An amendment to the existing SPDES general permit, or a new permit will be acquired, for work associated with construction activity at the Historic North Creek Ski Bowl prior to beginning work.
- A Spill Prevention, Control and Countermeasure Plan is in place for all fossil fuel storage tanks on the facility to ensure proper procedure and preventative measures.

3. Soils

a. Impacts

On Mountain

Impacts to soils associated with the proposed improvements are most likely to occur in areas of construction of new ski trails and widening of existing trails. Trees and other woody vegetation will be removed over a total area of about 88 acres. In some places, it may be necessary to remove boulders and to grade, which will involve cutting and/or filling. These activities may result in exposure of soils, which will then be susceptible to erosion.

There were no significant areas of organic soils, particularly on steep slopes. Most of the soils mapped on the mountain and observed during numerous visits to the site are shallow to very deep, coarse textured glacial till soils. Organic soils (Folists) on steep uplands are generally in a complex pattern with the local deep or shallow glacial till soil. It is unlikely that there will be any extensive areas of folist soils that will be impacted by this project.

Off Mountain

The development of the improvements at the Historic North Creek Ski Bowl will disturb soils and increase the potential for wind and water borne erosion. The soils underlying the proposed improvements consist of Becket bouldery fine sandy loam and Hermon bouldery fine sandy loam, which are suitable for the proposed recreational use. Due to the previous use of the Ski Bowl for skiing trails and a ski lift, and the incorporation into the design of the previous ski trail layouts and the existing snowmaking pipeline trail, the need to clear vegetation and grade the ground surface is minimized.

b. Mitigation Measures

The following measures will be employed to mitigate the potential impacts on soils during construction:

- Erosion control measures such as filter fabric fences, and erosion-control blankets, will be used downslope from all areas where soils will be disturbed by excavation, grading, or deposition of fill and will be specified in a Stormwater Pollution Prevention Plan.
- As soon as practicable, disturbed soils which are to be restored to a vegetated state will be mulched and seeded with grasses, or planted with groundcover plants or other landscape plants.

Appendix 6 contains an example Stormwater Pollution Prevention Plan (SWPP) that was prepared for typical ski trail construction. Site-specific SWPPs will be prepared for all construction activities regulated by NYSDEC's General Permit No. GP-02-01.

A site-specific SWPPP will be prepared for all construction activities including trail construction. The plans will include erosion and sediment control components and will address stormwater runoff. Subcatchment areas and all watercourses and wetlands will be identified in the SWPPP as well as an assessment of any potentially significant changes in peak discharges and stormwater volumes between the pre and post development conditions for the areas affected by this plan. Appropriate stormwater management practices will also be included in the SWPPP. This may include sheet flow to wooded areas, water bars, pipe slope drains, etc and, if necessary, structural practices such as sediment basins and detention basins. The goal is to minimize erosion and protect watercourses and wetlands from sediment and other pollutants. A site-specific SWPPP will be submitted to the APA and DEC Natural Resources staff for review and approval prior to the commencement of construction.

- In order to avoid mass movement of the soils on steep slopes, areas under construction will be dewatered and as much natural vegetative cover as possible will remain intact.

4. Visual Resources

a. Impacts

The potential impact of the new actions on visual resources has been assessed.

Visual impact is assessed in terms of the anticipated change in visual resources, including whether there would be a change in character or quality of the view with respect to significant scenic and aesthetic resources.

In general, views of the Gore Mountain Ski Area are limited primarily to its southern and eastern exposures. South and Pete Gay Mountains block the views of the ski area from the north and west to a large degree.

The ski area is partially visible from local roadways: clearly at times, but frequently filtered by topography and mature trees. The views of Gore Mountain from the south are limited primarily to NY Route 28 just south of Weavertown, and then again near Holcombville; a number of local roadways including Durkin Road, Oven Mountain Road, and Peaceful Valley Road (County

Route 29); and sections of NY Route 8, between Weavertown and Bakers Mills. The ski area is also visible from NY Route 28N, heading south from Minerva toward North Creek.

As part of the Vanderwacker Mountain Wild Forest Final Unit Management Plan, NYSDEC has proposed construction of a hiking trail to Moxham Mountain. Moxham Mountain is located approximately four miles to the north/northeast of the ski area. Its southern face, looking toward Gore Mountain, consists of steep cliffs and an exfoliated dome. The ski trails on the northern portion of the existing ski area, as well as the proposed ski trails on the northern and eastern expansion areas, will be visible from the summit of Moxham Mountain on clear days.

Trail cuts and new slopes will be visible from these locations, however, the improvements to the Gore Mountain Ski Center represents a consolidation of visual impacts occurring in an area historically, and currently, used for alpine skiing and other winter sports. Burnt Ridge already has clearing for existing power lines, further consolidating the visual impacts. As shown in the photo simulations in Appendix 3, the proposed trails will be visible from several locations. Although this will change some viewsheds, it is an expected site at a ski mountain. As a result, visual resources will not be negatively impacted. The photos in Appendix 3 simulate how views will look without snow. With snow cover it is likely that there will be an increase in the contrast between the surrounding wooded areas with snow on the ground and the ski trails.

The “Visual Resources Inventory and Impact Assessment” is attached as Appendix 3, including wireframe and photo simulations of the proposed trails.

b. Mitigation Measures

The improvements in the Historic North Creek Ski Bowl represent a consolidation of visual impacts, as they occur in an area historically, and currently, used for alpine skiing and other winter sports. In addition, as previously done for new lifts at Gore Mountain, an indigenous color scheme of granite gray lift towers and forest green terminals and gondola cabins will be used for the proposed lifts and gondola as part of this UMP Amendment.

5. Fish and Wildlife

a. Impacts

On Mountain

Analyses of potential on mountain fish and wildlife impacts contained in the 2002 UMP also pertain to this UMP Amendment.

Since the preparation of the 2002-2007 UMP, the issue of potential impacts to Bicknell’s thrush from ski trail construction has received increased attention.

This 2005 UMP Amendment, because it involves a New Action on lands above 2,800 feet in elevation and in mountain spruce-fir forest habitat, analyzes potential impacts to Bicknell’s

thrush and offers measures to avoid, minimize and mitigate these potential impacts to the maximum extent practicable.

Bicknell's thrush is a species of special concern in New York State (NYS) and has been identified as the Neotropical migrant of highest conservation priority in the northeast. In NYS the species breeds in high elevation conifer forests, primarily above 3,000 feet in elevation, on mountaintops in the Catskills and the Adirondacks. The only new action proposed above the elevation of 2,800 feet in this UMP Amendment/Supplemental Environmental Impact Statement (SEIS) is the new Hedges novice trail proposed to be constructed on Bear Mountain to connect the top of the gondola to the Saddle Lodge. Construction of the 1,270 foot long Hedges trail will necessitate the clearing of 6.5 acres of forest that is above 2,800 feet. Field observations suggest that, although this area is above the elevation threshold for Bicknell's thrush to breed, the forest type is such that the habitat quality to Bicknell's thrush is probably marginal. Further, a total of 2,740 feet of previously approved trails covering 9.5 acres above 2,800 feet in elevation are no longer being proposed. Thus, cutting the new Hedges trail is not expected to have an adverse impact on Bicknell's thrush nesting habitat, and there will be a net decrease of trails to be constructed in areas of potential Bicknell's thrush habitat. Where possible the edges of this new trail will be feathered to enhance potential Bicknell's thrush habitat.

In recognition of the importance of this species, a study was conducted in the area of the proposed Hedges trail. A survey involving playbacks of taped Bicknell's thrush vocalizations conducted on June 21, 2005 did not detect presence of this species. A report summarizing the results of field studies conducted by NYSDEC and the Wildlife Conservation Society is included in Appendix 7. Regardless, the UMP Amendment/SEIS proposes measures to avoid potential impacts (see below).

Off Mountain

The potential impact to wildlife in the off-mountain portion of the 2005 UMP Amendment is similar to that described for the on-mountain portion of the 2002 UMP.

b. Mitigation Measures

The following measures are consistent with measures to be implemented by ORDA to mitigate potential impacts to Bicknell's thrush on Whiteface Mountain in accordance with recommendations of the Vermont Institute of Natural Science.

- (1) Avoid tree cutting activity during the breeding season until August 1,
- (2) Feather trail edges,
- (3) Develop an information display to educate visitors about this species and other montane forest bird species, and
- (4) Promote public awareness activities occurring on the Bicknell's thrush wintering ground in the Dominican Republic.

6. Air Resources

a. Impacts

The new bus parking lot (Conceptual Action) is not anticipated to bring new busses to the Mountain, only to move buses from one location to another. Therefore, there would be no new impacts to air quality.

Gore Mountain Ski Center has a current NYSDEC Air Quality Permit and permit conditions are met every year.

b. Mitigation Measures

No significant adverse impact to air resources is anticipated as a result of development of the proposed improvements, therefore, no mitigation measures are proposed.

B. Human Resources

1. Transportation

No revisions to this section are necessary. Refer to the 2002 UMP.

2. Community Services and Utilities

No revisions to this section are necessary. Refer to the 2002 UMP.

3. Local Land Use Plans

a. Impacts

No revisions to this section are necessary. Refer to the 2002 UMP.

b. Mitigation Measures

No mitigation measures are necessary since no negative impacts have been identified.

4. Economics

a. Impacts

There are several economic impacts that are directly related to the UMP. These include pre-construction spending for professional services such as planning, architectural, permitting, environmental and legal fees; construction spending related to labor and supplies for trail development, snowmaking installation and the building of lodges; spending by new skiers for lift

tickets, ski lessons, equipment rental and meal purchases both on and off the mountain, lodging and entertainment; and payroll spending for new operations employees.

Construction materials will be sent out for bid and, whenever possible will be purchased locally.

Most of the trail work and snowmaking elements will be handled by ORDA workers whereas lift installations, road construction and the construction of the lodges will be contracted to outside contractors.

The annual operating payroll is expected to increase proportionately due to the anticipated hiring of additional ski patrollers, ski school instructors, trail groomers, building maintenance personnel and service workers at the Saddle and Bear Mountain lodges and renovated Base Lodge and Children's Center. The new payroll will in turn generate new spending for rent, mortgages, groceries, gasoline, personal services, retail and recreation by new workers and their families throughout the primary and secondary area of impact.

Additional direct and long-term spending will come from the skiers themselves for ticket purchases, equipment rentals, ski lessons and on-site food purchases. The National Ski Areas Association reports that the average ski dollar buys the following goods and services: 54% on ski lift tickets; 7% on ski lessons; 13% on food and beverage; 5% on equipment and clothing; 4% on equipment rentals; 6% on summer services; 2% on real estate; and 9% on miscellaneous items (NSAA, 1993). These revenues will primarily be used to improve overall economic conditions at Gore and ORDA plus support the new payroll requirements for the ski area. Some money may be contributed to fund continued completion of the UMP actions.

A multiplier effect will occur for revenues that are produced on the mountain and later spent off the mountain. This traditionally includes short-term (5 years) construction spending and long-term operational spending as well. Multipliers have been developed for all industries by the US Department of Commerce. They are used to predict the direct and indirect economic impacts generated by each spending sector. Direct economic impacts refer to additional revenues received from the ski area for construction and from the skiers themselves. Indirect impacts include the additional purchases made by the ski industry from other businesses to satisfy the additional demand, and induced impacts are produced from the new spending of persons employed in the ski industry. Each new dollar that is spent actually "turns over" causing additional dollars to be spent to satisfy a new demand. Each category of industry (construction, recreation, lodging) has separate and unique impacts associated with its own business operation and production.

Generally, each dollar spent in the construction and operational phase generates an additional dollar of spending thereby effectively doubling the total economic impact.

Substantial direct off-site economic benefits will also occur as a result of the project. These include the spending that skiers do off the mountain for goods and services such as food and lodging along the way. Various spending ratios have been developed for the ski industry. The National Ski Areas Association estimates that for every dollar spent on skiing, another six dollars are spent in the local and regional economies. Ski Maine also uses a ratio of 1:6. Ski New

Hampshire estimates that for every dollar spent skiing, another nine dollars are spent in local and regional economies. The 1998 Gore Mountain Support Group Study, funded by the Towns of Johnsburg and Warrensburg, conservatively estimates a spending ratio of 1:5. This spending ratio says that with the 6 million dollars spent on lift tickets in the 2004/2005 ski season, another 30 million dollars would have been spent in the local and regional economies.

The “Economic Impact Study of the Gore Mountain Interconnect,” which is attached in Appendix 1, estimates that if 75 percent of the previously approved real estate development occurs, combined with the proposed additional ski terrain, skiers at Gore will contribute approximately \$44.9 million annually to the regional economy. This represents a 107 percent increase over the 2002-2003 pre-interconnect regional revenue of \$21.7 million.

Off season revenue sources are not considered significant and were not included in this analysis.

b. Mitigation Measures

No mitigation measures are required since the impacts on the economy are entirely positive.

5. Historical and Archeological Resources

a. Impacts

There are no known historical or archeological resources present in the area proposed for the improvements.

b. Mitigation Measures

No adverse impact to archeological or historical resources is anticipated as a result of development of the management actions described in the UMP, therefore, no mitigation measures are proposed.

SECTION 6 ALTERNATIVES

A. Alternative Lift Configurations

Various designs to create the connection to the Historic North Creek Ski Bowl were considered, and the proposed configuration was selected due to the most desirable, operable, ski lift combination that would work with the available terrain. Other locations were also studied, including a portion of the Vanderwhacker Wild Forest and Barton Mines.

B. Alternative Trail Improvements

The current proposal was selected due to the fact that the resultant skiable terrain best balances the mix of available trails by degree of difficulty to meet current industry standards.

Potential trail layouts associated with the above rejected alternative lift configurations were discarded for similar reasons.

Trail designs are influenced by existing surface water drainage patterns and the purpose of each such trail and the desire to create enjoyable and functional ski trails. Trail designs have been altered during the planning process as the environmental analysis for this UMP Amendment progressed.

C. Alternative Development

For whatever reason, if the private resort development should not come to fruition, there will still be a viable connection between Gore Mountain and the Historic Ski Bowl, but not on the Historic ski trail alignment described and illustrated above. Under this alternative scenario; (1) new lift # 11 would be shifted to the south (its previously-approved location) and connect the base of the Ski Bowl on Town land with the top of this lift on State Land, and (2) the previously-approved trails from the top of this lift (Trail #'s 11-C, 11-D, 11-E, 11-F, 11-G, and 11 A/B) will be constructed to connect to the Ski Bowl and the existing pipeline trail. See Figure 1-3, "Alternative Ski Bowl Area Configuration."

D. The No-Action Alternative

The no-action alternative to this UMP Amendment is the continuing implementation of the approved 2002-2007 UMP Update.

SECTION 7 SUMMARY OF UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS

Some environmental impacts of the proposed action can neither be prevented nor reasonably avoided. This section will describe the unavoidable impacts which may occur due to construction and implementation of the 2005 UMP Amendment.

Construction activities will result in dust, odors, fumes, noise and vibration. A small amount of traffic will be generated. Removal of vegetation, excavation and grading will be required to improve ski trail area, and chair lift support structures and new chair lifts. Immediate seeding and mulching of disturbed areas will greatly reduce the possibility of any serious erosion problems. Final vegetative growth and grades will blend with the existing environmental setting.

Increased noise levels during construction of improved facilities cannot be avoided. The possibility exists for interference with wildlife breeding and nesting seasons. Related noise will have a significant short-term impact, but little long-term permanent impact is expected.

Operational activities will cause a minor increase in peak hour traffic and solid waste disposal needs.

There will be demands on local government offices such as the assessor, tax collector, and building inspector. Fire, police and rescue services will have an increased population to protect. There will be an increase in medical emergencies requiring service. Minor amounts of air pollution and noise will be generated. Fuel will be used. There will be an increase in surface water runoff due to increased impervious areas.

All of these impacts are relatively minor and local in nature. Most do not require mitigation measures. Section V of this Amendment describes those mitigation measures which are required.

SECTION 8 IRREVERSIBLE AND IRRETRIEVABLE COMMITMENTS OF RESOURCES

Expansion of recreational use of the land at Gore Mountain does not represent a significant or irretrievable commitment of resources. Should intensive use recreational facilities and programs be abandoned, the area would revert to natural vegetation and habitat characteristics which are representative of those in the Adirondack Park.

Construction of the 2005 UMP Amendments will result in the permanent commitment of raw materials including concrete, steel, gravel, and wood for construction of the permanent structures, in addition to energy resources required to construct, operate and maintain the recreation area.

Site preparation for the proposed project will remove approximately 88 acres of existing vegetation and disturb soils on the site. Since no rare, threatened or endangered species are known to inhabit the site, the removal of this habitat is not viewed as significant.

Operation of the proposed project will result in the permanent, irretrievable commitment of resources such as energy for heating, lighting and equipment operations, however, such commitment will be extremely minimal. Adverse impacts on air, water and socioeconomic resources will not be irreversible or significant.

Various spending ratios have been developed for the ski industry. The National Ski Areas Association estimates that for every dollar spent on skiing, another six dollars are spent in the local and regional economies. Ski Maine also uses a ratio of 1:6. Ski New Hampshire estimates that for every dollar spent skiing, another nine dollars are spent in local and regional economies. The 1998 Gore Mountain Support Group Study, funded by the Towns of Johnsburg and Warrensburg, conservatively estimates a spending ratio of 1:5. Even more conservative is the 1:4 spending ratio estimated by the study presented below and in Appendix 1.

The information presented below summarizes the key points of the “Economic Impact Study of the Gore Mountain Interconnect,” which is attached in Appendix 1. The purpose of the study, written by the Office of the New York State Comptroller, is to evaluate the economic impact of the construction and development of the ski lifts and trails that will, in effect, interconnect the hamlet of North Creek with the main trail network of Gore Mountain. The study makes projections using ski industry statistical data assessing the monetary impact of the development on the regional economy. This proposed action will help to restore the North Creek downtown commercial district by providing skiers direct mountain access, as well as access to dining, retail, entertainment and lodging facilities.

The study estimates that if 75 percent of the previously approved real estate development occurs, combined with the proposed additional ski terrain, skiers at Gore will contribute approximately \$44.9 million annually to the regional economy. This represents a 107 percent increase over the 2002-2003 pre-interconnect regional revenue of \$21.7 million.

Warren County’s master plan includes 2 phases in an effort to establish Gore as a destination resort. Phase I involved the completion of the 2002 UMP which projected an increase in the mountain’s skiable terrain and Phase II is the development of the local area.

Establishing Gore Mountain as a destination ski resort will generate additional spending on food, transportation, equipment, lodging, and nightlife activities. This additional spending is defined as secondary spending. Typically, ski resorts use a 1:5 spending ratio. The “Economic Impact Study,” however, uses a more conservative ratio of 1:4. Therefore, the additional \$1.85 million in skiing revenue that the report estimates would result from the completion of the 2002 UMP will increase the impact on the local economy by \$7.4 million.

Phase II of the Warren County Master Plan would develop the Hamlet of North Creek into a ski-in/ski-out village. It is estimated that the Town of Johnsburg has the capacity based on the zoning, for accommodations with up to 2,514 beds. The report estimates that Gore will get 50 visits for every additional bedding unit that is built. If 75% of the planned bedding capacity is built, Gore should realize approximately 94,000 more visits to the mountain, \$2.4 million more in skiing revenue, and \$9.4 million in secondary spending, at the completion of Phase II.

The report concludes that the completion of Phases I and II of the Warren County Master Plan may result in total regional impact revenue of \$44.9 million.

Growth inducing and secondary impacts relate to changes in population, land use patterns, and the creation of new businesses. Cumulative impacts relate to changes from the project plus changes from other projects in the region. There are no revisions to the growth inducing, secondary and cumulative impacts presented in the 2002 UMP. The information presented in this Amendment is specifically related to the effects of the proposed Interconnect between Gore Mountain and the Historic North Creek Ski Bowl.

Growth inducing, secondary and cumulative impacts essentially remain as written for the 1995 UMP. Gore Mountain has not reached the goals set in the document but is on its way there. The planned improvements set forth in this document will help the ski area attain the stated goal but will not necessarily cause there to be substantially more skiers, nor a significantly higher amount of impacts.

**SECTION 10 EFFECTS ON THE USE AND CONSERVATION
 OF ENERGY**

No revisions to this section are necessary. Refer to the 2002 UMP.

REFERENCES

Article 8, Title 28, Section 2614, Public Authorities Law.

National Ski Areas Association. 1993. Economic Analysis of United States Ski Areas.

NY State Comptroller's Office. 2004. Economic Impact Study of the Gore Mountain Interconnect.

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APPENDIX 1

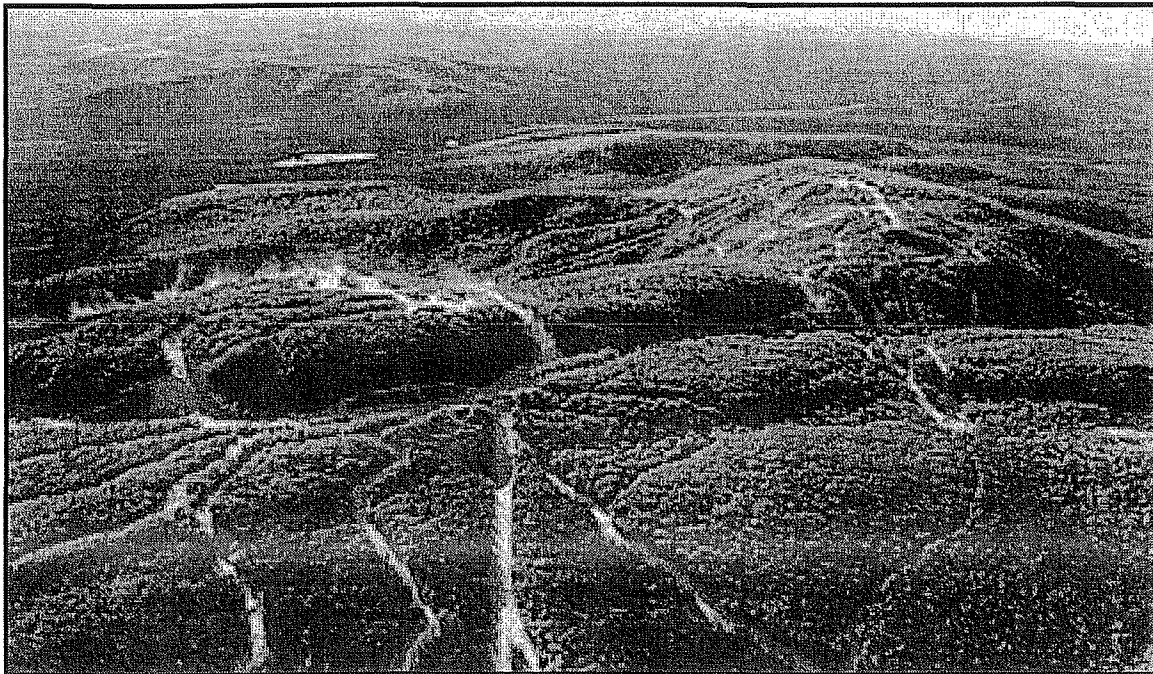
ECONOMIC IMPACT STUDY OF THE GORE MOUNTAIN INTERCONNECT

OFFICE OF THE NEW YORK STATE COMPTROLLER



DIVISION OF LOCAL GOVERNMENT SERVICES
& ECONOMIC DEVELOPMENT

Economic Impact Study of the Gore Mountain Interconnect



Alan G. Hevesi

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ECONOMIC IMPACT STUDY OF THE GORE MOUNTAIN “INTERCONNECT”

Executive Summary

The purpose of this study is to evaluate the economic impact of the construction and development of the ski lifts and trails that will, in effect, “interconnect” the Hamlet of North Creek, NY, with the main trail network of Gore Mountain Ski Center. Our study makes projections, based on ski industry statistical data, assessing the monetary impact of the development on the regional economy, which appears to be significant. It does not contain an analysis of the cost of constructing the interconnect.

The Hamlet of North Creek and Gore Mountain have a rich skiing history. Many of the first ski trails were created from the old tote roads used to extract lumber and garnet ore on the area now referred to as the “Ski Bowl.” This section of the mountain, opening in 1932, became one of the first ski areas in the country. In this era, skiers from Manhattan and beyond were delivered to North Creek by ski train. Plans are in place to restore this historic rail service by reopening the line between Saratoga and North Creek, making Gore once again accessible by rail. This will give the metropolitan New York skier a viable alternative to boarding a ski train to Vermont.

Reconnecting Gore to the Ski Bowl in North Creek would help restore the Hamlet’s downtown commercial district by providing skiers direct mountain access, as well as access to dining, retail, lodging and entertainment venues. Although “The Village Concept” – a self-contained base village at the foot of a ski mountain - would be unique to a New York ski resort, it is an established practice throughout the ski industry. While providing an economic stimulus to the area, the “village concept” is also beneficial to the local environment, as it tends to concentrate development efforts into a confined area, thus mitigating the chance for sprawl.

Since Gore Mountain and the Hamlet of North Creek lie within the confines of the Adirondack Park, close attention is paid to the environmental issues surrounding the development. This report summarizes environmental issues, although it does not purport to be an environmental review. The development of the interconnect in the Intensive Use Area of the Park is subject to the Unit Management Planning (UMP) process called for in the State Land Master Plan. UMP’s involve an extensive analysis of the natural features of an area and the ability of the land to accommodate public use. The Commissioner of the New York State Department of Environmental Conservation has adopted the final UMP [2002-2007] and the corresponding Final Generic Environmental Impact Statement for this interconnect.

With the Interconnect in place, the economic impact of Gore on the regional economy will be significant. We estimate that if 75 percent of the previously approved real estate development occurs, combined with the additional ski terrain via the Interconnect, skiers at Gore will contribute approximately \$44.9 million annually to the regional economy. This represents a 107 percent increase over the 2002-2003 (pre-interconnect) regional revenue of \$21.7 million.

Ski Industry History and Trends

In the early 1930s, the first ski resorts opened across the nation. Some of the more notable ones were located in Aspen, Colorado, Lake Placid, New York, and the New England area. Resorts such as Vermont's Stowe Mountain and Bromley Mountain were founded in 1934, which ranks them among the oldest operating resorts in the United States. America's first world-class ski resort was established in Sun Valley, Idaho, in 1935 by Union Pacific Railroad President Averill Harriman.

Technological advancements helped the industry grow. The first significant improvement was in 1934 when Bunny Bertram, a Vermont native, invented the first rope tow ski lift. Fueled by a Model T engine, the rope tow replaced the task of having to climb up the mountain in order to ski down it. Modern-day skiing came about in 1936 when the first chairlift was installed on Dollar Mountain in Sun Valley. This was a significant improvement as it increased the uphill capacity for resorts. The second major advancement occurred in 1954, when methods for artificially producing snow were invented. This new technology helped balance the sometimes sparse amounts of natural snow in New York and the New England states. Without snowmaking, resorts were unable to compete against unpredictable weather patterns and some were forced to temporarily close operations during low snowfall seasons. Snowmaking has become increasingly vital to ski resorts and to the health of the ski industry.

As depicted in Appendix A, national skier visits from 1990-2002 have ranged from 46 million to 57.6 million. A skier visit, defined as "one person visiting a ski area for all or any part of a day or night one time,"¹ is used to evaluate the overall performance of a particular season. The ski industry is affected by a number of factors including the amount of snowfall and weather during the season, the overall state of the economy, and disposable income. Given the number of challenges the ski industry faces, ski resorts have found innovative methods to compete and survive. Nevertheless, a number of resorts, unable to keep up with the advancements in technology and rising infrastructure cost, have either merged or closed operations. Since the 1982-83 ski season, 250 ski resorts have ceased operations. New York State's ski resorts, including those that are publicly operated, are in a very competitive environment. Of the 493 resorts operating nationwide in 2001-02, New York accounted for almost 10 percent of the total with 50 resorts; more than any other state in the nation.

Destination Resorts

Because of increased costs and the increase in alternative entertainment venues, ski resort managers have had to shift the focus of resorts away from being solely skiing destinations towards being a recreational destination. Resort managers are discovering that in order to continue to operate, their facilities must offer skiers more than just good skiing - people are looking for an overall package that offers restaurants, nightlife, non-skiing recreational activities, and additional skiing options such as snow tubing, night skiing, etc. To remain competitive, resorts in the northeast have begun to make improvements. For example, Ski Windham offers night skiing; Grand Summit hotels have been built on the resorts operated by American Skiing Company; and Jiminy Peak has expanded its skiing terrain and added new trails.

During the 2002-03 ski season, national skier visits increased by 5.9 percent to a record breaking 57.6 million visits. Relative to the rest of the nation, the Northeast region has performed extremely well. During the 2002-03 ski season, the Northeast region attracted over 14 million visitors, which represents an increase of 16.8 percent from the previous season. Over the past 23 years, the Northeast

¹ Snow Journal Desk. "2002-03 Season U.S. Skier/Snowboarder visits could be record breaker." 30 May 2003, <http://snowjournal.com/modules.php?op=modload&name=News&file=article&sid=547>

region has had a two percent average annual growth rate in skier visits per year compared to a 0.9 percent growth rate nationally.

Gore Mountain

Located in the Adirondack Park, the largest protected wilderness area east of the Mississippi River, Gore Mountain Ski Center has brought skiing to the southern Adirondack region for the past 40 years. Opened in 1964 and initially operated by the State of New York, Gore Mountain has been operated by the Olympic Region Development Authority (ORDA) since 1984. Under State legislation enacted in 1981, ORDA was mandated to operate and market the resort facilities used to host the 1980 Olympics Winter Games—the Olympic Center, Whiteface Mountain, and the Verizon Sports Complex at Mt. Van Hoevenberg; the Ski Jumping Complex; the ORDA store; and in 1984, Gore Mountain.

Investments since the 1995 Unit Management Plan (UMP) have enabled Gore to improve the resort. Since Gore is located in the Intensive Use land classification for the public land of the park, it must prepare a Unit Management Plan (UMP) before any project can take place. A UMP is a “plan intended to assess the natural and physical resources present within a unit [specified area], identify opportunities for recreational use and consider the ability of the resources and ecosystems to accommodate public use. Further, they identify management objectives for public use which are consistent with the land classification guidelines.”² Before any development can occur, each project must go through the UMP process including a draft plan addressing State Environmental Quality Review issues and a public hearing where any comments regarding the project are made. In the Adirondacks, both DEC and APA are responsible for assuring that the plans are in compliance with the State Land Master Plan (SLMP) guidelines. Under the 1995 UMP, Gore installed a new high-speed eight-passenger gondola, which was fully operational in the 1999-00 ski season. The new gondola likely contributed to the 26.2 percent increase in skier visits and the 14.7 percent increase in skiing revenue in the 2000-01 ski season. As a follow-up, Gore expanded its skiing terrain in the fall of 2002, which allowed for more efficient use of the mountain. It also included a number of new trails, which decreased the congestion on the mountain, resulting in improved skiing conditions and increased safety.

Another notable improvement to the mountain was the installation of the Hudson River Pipeline. The new pipeline, which runs directly from the river to Gore, provides the resort with nearly 100 percent snowmaking coverage, giving Gore a competitive advantage over other Northeast resorts. Since weather has been an unpredictable factor for the ski industry (see Appendix C: Weather and the Ski Industry), and presents a constant challenge to ski resorts across the nation, unlimited access to snowmaking hedges the risk of insufficient snowfall.

Destination skiers’ focus not only on the skiing, but also on the amenities a resort has to offer. Table 1 compares Gore Mountain to two nearby destination resorts, Mount Snow and Sugarbush, which offer an array of activities on and off the mountain. For the purposes of this study, Warren County’s master plan to establish Gore as a destination resort was broken down into two phases. Phase I involves the completion of the 2002 UMP, which is projected to increase the mountain’s skiable terrain by approximately 40 acres bringing the mountain total to approximately 340 acres. Phase II of the plan is to develop the local area by building additional lodging units, restaurants, retail shops, etc. Gore, at 300 acres, attracted roughly 174,000 skier visits during the 2001-02 season. By comparison, Sugarbush, which is comparable in size, but more developed, was able to attract 132,000 more skiers than Gore.

² <http://www.dec.state.ny.us/website/dlf/publands/ump/umplans.html>

Table 1:

Gore Mountain vs. Destination Ski Resorts

Resort Name	Skiable Area (acres)	Snowmaking	# of Lifts	# of Trails	Skier Visits (2001-02) ³
Gore Mountain	300	100%	12	65	173,530
Mount Snow	757	75%	23	145	471,628
Sugarbush	286	68%	17	115	306,000

³ Numbers from the 2002-2003 season were not available for all resorts, so visits during the 2001-02 season were used. Numbers provided by the resorts.

As a destination resort, Gore will also be able to move into a new market and attract a higher percentage of destination skiers while increasing the number of day skiers, which should increase the mountain's impact on the local economy. Since the 1995 UMP, 17 new businesses, which range from restaurants to retail shops, have opened in the town.

At Gore Mountain, skier visits have increased by approximately 91 percent since the implementation of the 1995 UMP, to 213,928 skier visits during the 2002-03 season. With a 23 percent increase in skier visits over the previous season, Gore was well above the national increase of 5.9 percent, the Northeast increase of 16.8 percent, and competitors in Vermont (Killington at 9.6 percent, Mount Snow at 15.8 percent, and Sugarloaf at 7 percent). For more details see Appendix B: Skier Visits by Resort.

Because Gore is less developed than other nearby resorts, capital improvements at Gore have fueled faster growth in skier visits. In the past six ski seasons, Gore has increased skier visits from approximately 141,000 to almost 214,000 in 2002-03, and has the capacity to significantly increase this number with the completion of the Interconnect between the Ski Bowl and Gore Mountain.

Transforming Gore Mountain to a Destination Ski Resort

The Ski Bowl Interconnect project is a part of Gore's 2002 UMP to improve the mountain and establish it as a destination ski resort. The Ski Bowl existed back in the 1930s, so this project is simply re-opening and updating the mountain, trails, and overall area. The Interconnect project has passed the New York State Environmental Quality Review Act (SEQRA) process and has been approved by ORDA.

Warren County Economic Development Corporation and others are currently working to attract additional restaurants, hotels, lodging accommodations, shops, etc. to the Hamlet, which will contribute to transforming the area into a Ski-In/Ski-Out village and resort area. In conjunction with the 2002 UMP, plans are in place to extend a commercial rail line from Saratoga Springs to North Creek. With the direct line from the Saratoga Amtrak station, Gore Mountain will be more readily accessible to skiers from the New York City metropolitan area via Penn Station. Upgrading Gore to a destination ski resort will position Gore to more favorably compete with Vermont destination ski resorts, recapturing a portion of the \$100 million spent annually by New York residents at Vermont ski venues.

Economic Impact Analysis

We estimate that the 2002 UMP will have a similar impact on skier utilization at Gore as the 1995 UMP. The main focus of the 1995 UMP was to modernize the 40-year-old resort. Gore improved its snowmaking ability, and the conditions of the lifts, trails, etc. Before Gore began the 1995 UMP, skier visits were approximately 112,000. With the completion of the plan in 2000, skier visits increased by roughly 74,000 to a total of 186,000. During the 1995-2000 period, skiing revenue at Gore increased from \$2.8 million to \$4.2 million (see Table 2). Although the actual average price of an adult lift ticket at Gore is approximately \$50, due to the increase in season pass sales, and other discounts, it was calculated that Gore actually receives roughly \$25 in skiing revenue for every skier visit.

Table 2:
Impact of Gore's 1995 UMP

Season	Skier Visits	Skiing Revenue	Regional Impact
1995/96	112,175	\$2,804,381	\$11,217,524
1996/97	123,792	\$3,094,809	\$12,379,236
1997/98	141,449	\$3,638,374	\$14,553,496
1998/99	125,868	\$3,161,334	\$12,645,336
1999/00	147,332	\$3,624,912	\$14,499,648
2000/01	185,900	\$4,178,937	\$16,715,748
2001/02	173,530	\$4,396,664	\$17,586,656
2002/03	213,928	\$5,431,463	\$21,725,852

Numbers provided by ORDA - Olympic Regional Development Authority

To forecast the increase in visits, an average was taken of the past three ski seasons (2000-01, 2001-02 and 2002-03) since combined, they represented a poor season, an average season and a record-breaking season. The 74,000 additional skiers are expected to increase the three-year average to 265,000. This translates into an additional \$1.8 million in skiing revenue, for a total of \$6.6 million.

In general, for the destination skier, every dollar spent on lift tickets generates additional spending on food, transportation, equipment, lodging, and nightlife activities. This additional spending is defined as secondary spending. Typically, ski resorts have used a 1:5 spending ratio to measure the regional impact of a dollar spent on the mountain, but we are using a more conservative approach by using a 1:4 spending ratio as suggested by the "Ski Area of New York." Therefore, the additional \$1.85 million in skiing revenue expected from the completion of the 2002 UMP will increase the impact on the local economy by \$7.4 million (see Table 3).

Table 3:
Regional Impact of Phase I

	Number of Skiers	Skiing Revenue	Secondary Revenue	Total Regional Impact
Three Year Average	191,000	4,775,000	14,325,000	19,100,000
Additional	74,000	1,850,000	5,550,000	7,400,000
Total (after Phase I)	265,000	6,625,000	19,875,000	26,500,000

The 2002 UMP is only the first phase required to establish Gore as a destination ski resort. In addition to the Interconnect, the additional skiing terrain, and other improvements to the mountain, phase II would develop the nearby Hamlet of North Creek into a Ski-In/Ski-Out Village. The Town of Johnsbury has under their jurisdiction in the hamlet area six sites for high-density development. These sites could include accommodations with up to 2,514 beds.

Various destination resorts report that each unit of bedding generates 100-150 visits. To be very conservative, we assume Gore will get 50 visits for every additional bedding unit that they build. If 75 percent of the planned bedding capacity is built, Gore should realize approximately 94,000 more visits to the mountain, \$2.4 million more in skiing revenue, and \$9.4 million in secondary spending (Table 4: Completion of Phase II).

Table 4
Completion of Phase II

	Skier Visits	Skiing Revenue	Secondary Revenue	Total Regional Impact
Phase I	265,000	6,625,000	26,500,000	33,125,000
Additional (75% build out)	94,000	2,350,000	9,400,000	11,750,000
Total (after Phase II)	359,000	8,975,000	35,900,000	44,875,000

As North Creek develops into a Ski-In/Ski-Out Village, the impact on the local economy is estimated to increase. Destination skiers typically stay a couple of nights and spend more dollars in the local economy. Once Gore has established itself as a destination ski resort, Gore will have a greater impact on the local economy. More specifically, the breakdown of overnight visitors to day-trippers is likely to increase, which could allow the spending ratio to increase to the industry average of 1:5. Given that New Hampshire, which is primarily a destination skiing state, uses a 1:6 spending ratio to estimate the regional impact, we consider using a 1:5 spending ratio as reasonable and conservative. If this increase in the spending ratio were achieved, then the 360,000 skier visits could generate \$9 million in skiing revenue and \$35.9 million in secondary revenue. In conclusion, the completion of Phase I and Phase II may result in total regional impact revenue of \$44.9 million.

Development in the Adirondacks

Land in the Adirondacks is divided into two classifications: Public Land and Private Land. The Adirondack Park State Land Master Plan (APSLMP) classifies public land. Under the APSLMP, the Gore Mountain Ski Center is characterized as an intensive use area— an area where the State provides facilities for intensive forms of outdoor recreation by the public. Under the Adirondack Park Land Use and Development Plan (APLUDP), the private land in the Park is classified into six categories (see Appendix D: Land Use Definition and Intensity Guidelines).

The real estate projects discussed in the economic impact study are located in areas designated as Hamlet Low Intensity Use, and Rural Use areas of the Town of Johnsbury. The majority of the projects are concentrated in the Hamlet of North Creek with the exception of two projects located on land adjacent to the Hamlet.

According to the APLUDP, private land of the park was classified in order to foster “growth into the areas where it can be best supported to minimize the spread of development in areas less suited to sustain such growth”. Under the plan:

“These areas will continue to provide services to park residents and visitors and, in conjunction with other land use areas and activities on both private and public land, will provide a diversity of land uses that will satisfy the needs of a wide variety of people.”

“Hamlet areas on the map are designed to provide reasonable expansion areas for the existing hamlets, where the surrounding resources permit such expansion.”

A spokesperson from the Adirondack Park Agency stated that Gore is the “economic engine in winter for Warren County” and as such, the interconnect, and the development of the base community in the Hamlet of North Creek, are vital in continuing to attract winter tourists and residents to the area. He emphasized that community/economic/real estate development was appropriate land use for the private land surrounding Gore Mountain. In their opinion, the proximity of the Hamlet of North Creek to Gore Mountain Ski Center serves as an opportunity to develop the area in order to accommodate visitors.

As previously mentioned the Gore Mountain Ski Area is located in the Intensive Use Area of the Park and thus, must go through a UMP process before any development can occur. A UMP is a plan that evaluates the natural and physical resources present within a unit (designated land area), identifies opportunities for recreational use and takes into account the feasibility of resources and ecosystems to accommodate public use. In the Adirondacks, the Department of Environmental Conservation (DEC) and the APA develop the UMP to ensure that the plan is in compliance with the State Land Use Master Plan. Before any development in the public sections of the park can occur, each project must go through the UMP process including a public hearing where any comments regarding the project are made (Appendix E: The UMP Process).

“There is a strong interest in Johnsbury in a ski trail connector between the Gore Mountain Ski Area, and the North Creek Ski Bowl area adjoining downtown North Creek where there is significant development potential...” (Appendix F: APA Letter)

There exists community support for this project and the economic development that will likely result from it. In the Hamlet of North Creek Action Plan it states:

“Community leaders recognize that a more diversified economic base is required if long-term health and stability for the community are to be achieved.”

“To broaden this economic base, the community proposes to vigorously market the town as a four-season recreation and retirement area. Success can be achieved by expanding the retail opportunities...In addition, aggressive expansion of the outdoor recreation business such as downhill skiing at Gore...is required.”

“The community feels a major effort is required to both fill vacant Main St buildings and attract new businesses.”

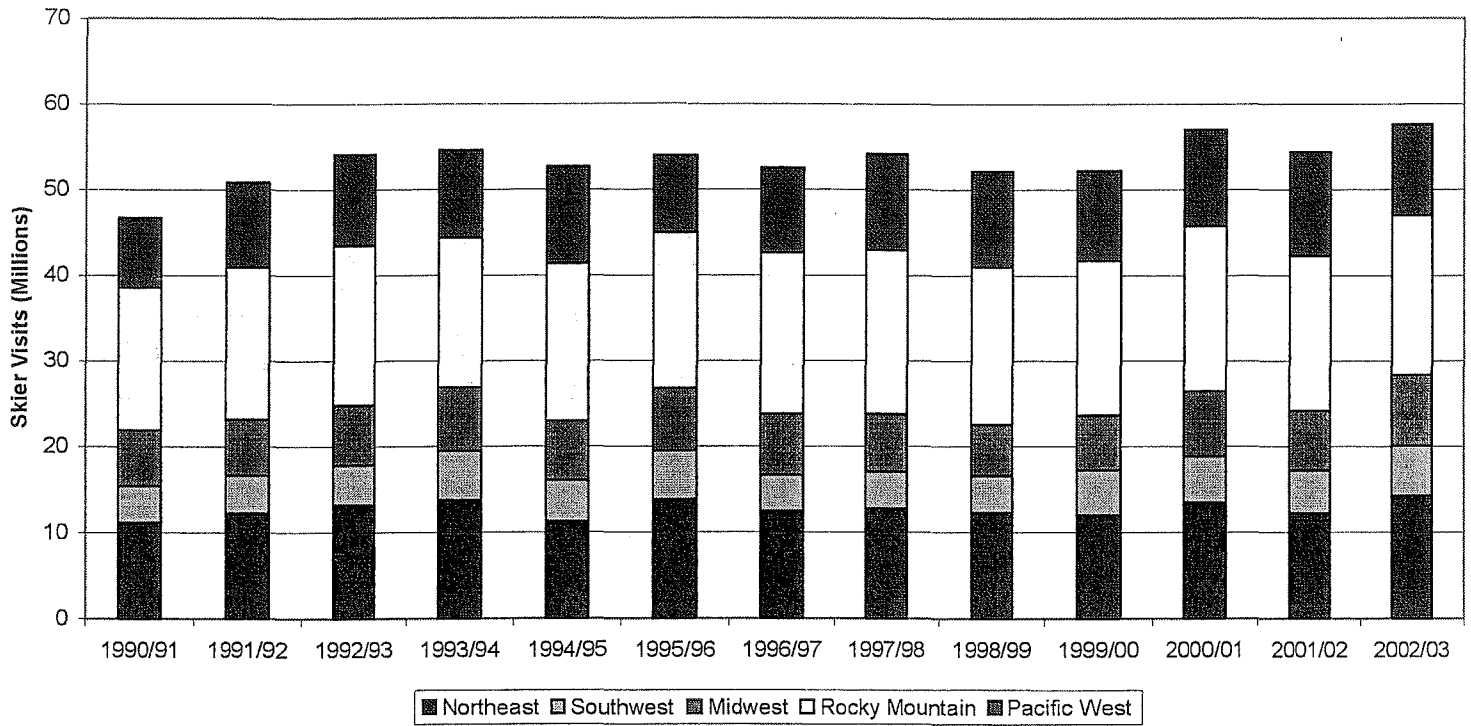
Environmental Considerations

A tourist economy will involve some real estate development. However, regional environmental groups are concerned about potential sprawl impacts from unchecked development or poor site planning. Environmental groups, like the Residents Committee for the Protection of the Adirondacks, are generally supportive of the Interconnect Project, but have also expressed concerns about sprawling development outside the hamlet to the west of Route 28. Environmental groups would like to see greater assurances for the protection of open space as well as greater concentration on infill development in the Hamlet. They suggest that development in the Hamlet of North Creek should utilize clustering and conservation subdivision techniques, which would minimize potential environmental impacts. Most of the development discussed in the impact study is concentrated near the pre-existing community, limiting sprawl.

The following associations have endorsed the Gore UMP:

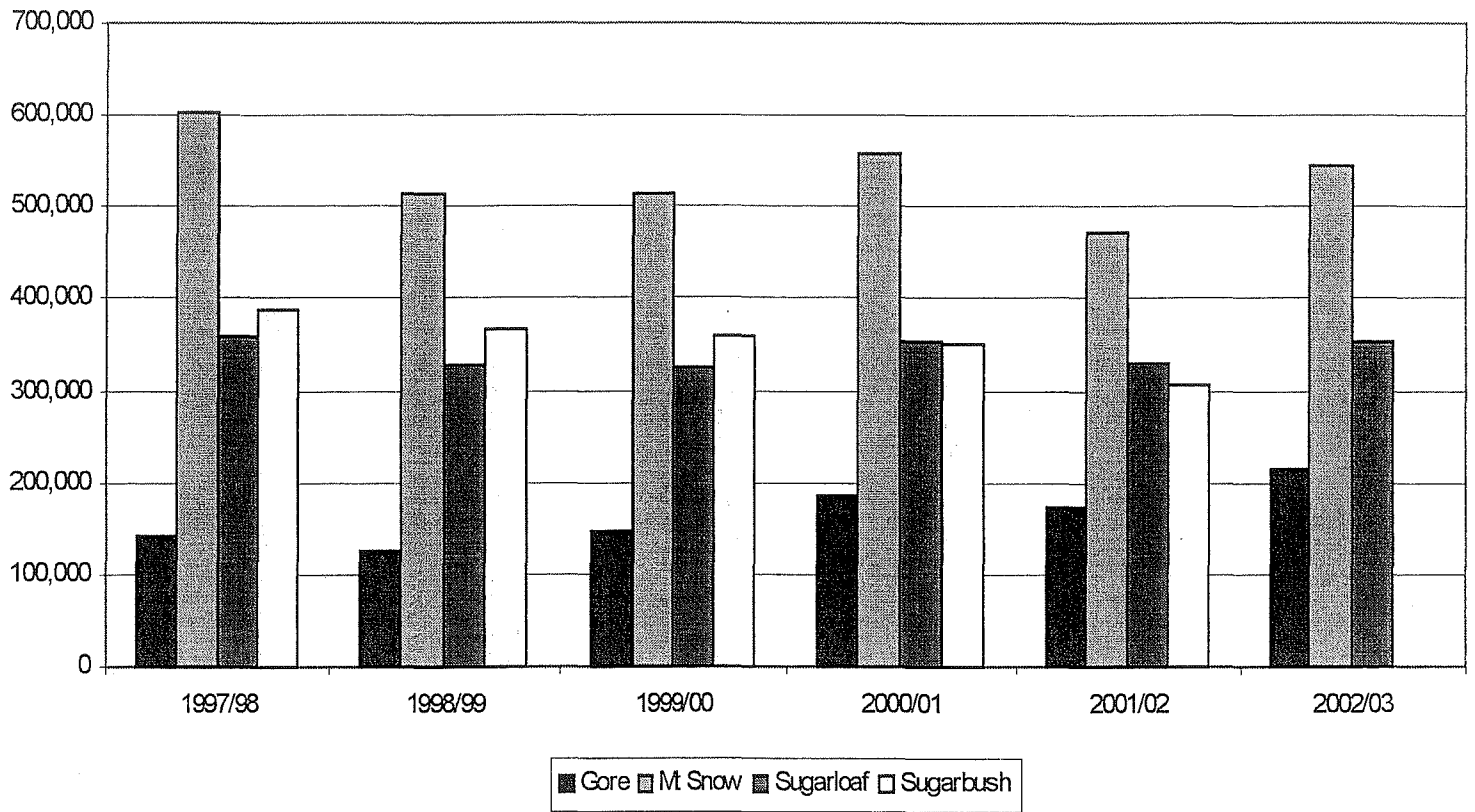
- The Adirondack Mountain Club
- Residents to Protect the Adirondacks
- The Adirondack Council
- The Adirondack Nature Conservancy
- Warren County Board of Supervisors
- Warren County EDC
- Adirondack Regional Chamber of Commerce
- Residents of the Town of Johnsburg

Appendix A: Skier Visits by Region



Kottke National End of Season Survey 2002/03

Appendix B - Skier Visits by Ski Resort

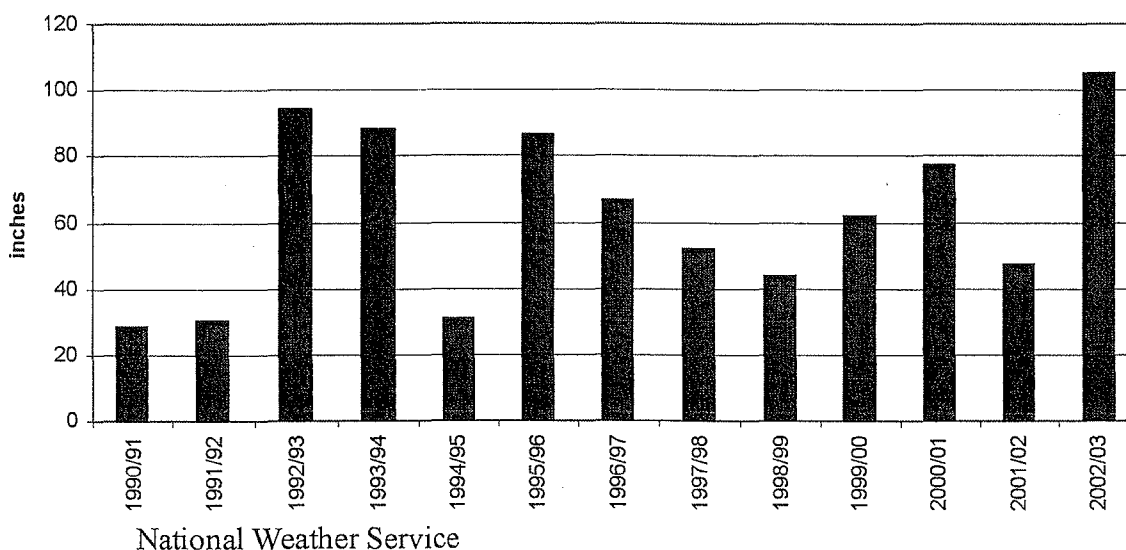


Figures reported by resorts

Appendix C - Weather and the Ski Industry

During the record-breaking 2002-03 ski season, the ski industry was presented with unanticipated natural snowfall and cold temperatures. In the Northeast, there was a 46 percent increase in snowfall from the previous season. New York's Capital District experienced its third- highest snowfall amount since the 1884-85 season with 105 inches of snow.

Graph One: Albany County Snowfall

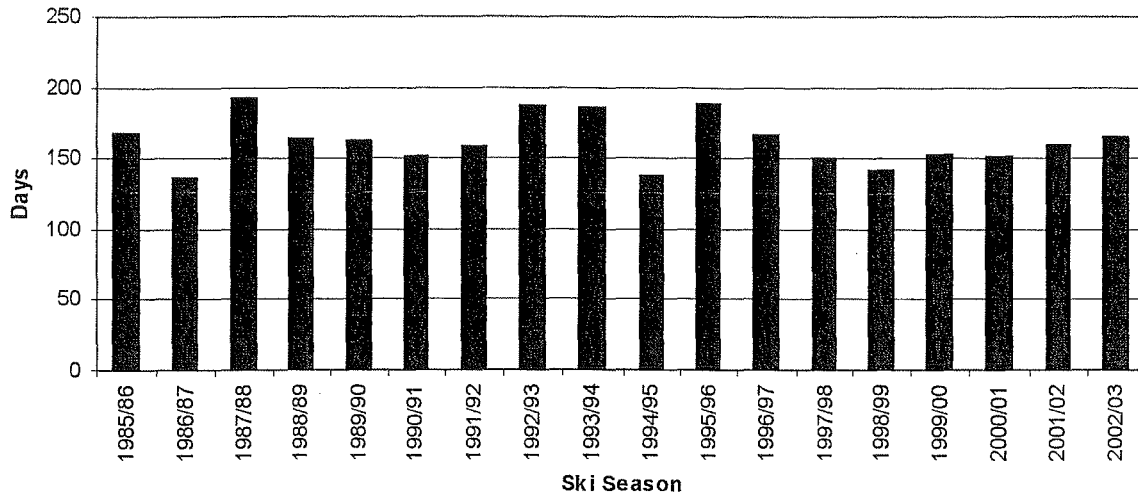


The average temperature in the Capital District was 32.71 degrees Fahrenheit, which was 2.33 degrees colder than the previous season. The unprecedented snowfall and the colder temperatures enabled Northeast ski resorts to provide consistent snowmaking and preserve the quality and quantity of the snow. Furthermore, ski resorts were able to lengthen the ski season.

In addition to affecting traffic at ski resorts, weather also has an indirect effect on lodging, dining, and other service-based businesses. The direct impact on ski resorts is in the number of days that they are able to operate, which consequentially affects the number of skier visits, revenue, and other spillover affects on both direct and indirect venues. The longest season in recent years was in 1987-88, with 192 days, while the shortest season was in 1986-87 with 136 days.

Over the past five seasons, total snowfall days have gradually increased from 142 days to 164 days, but researchers are still cautious about what the weather will bring the ski industry in future years.

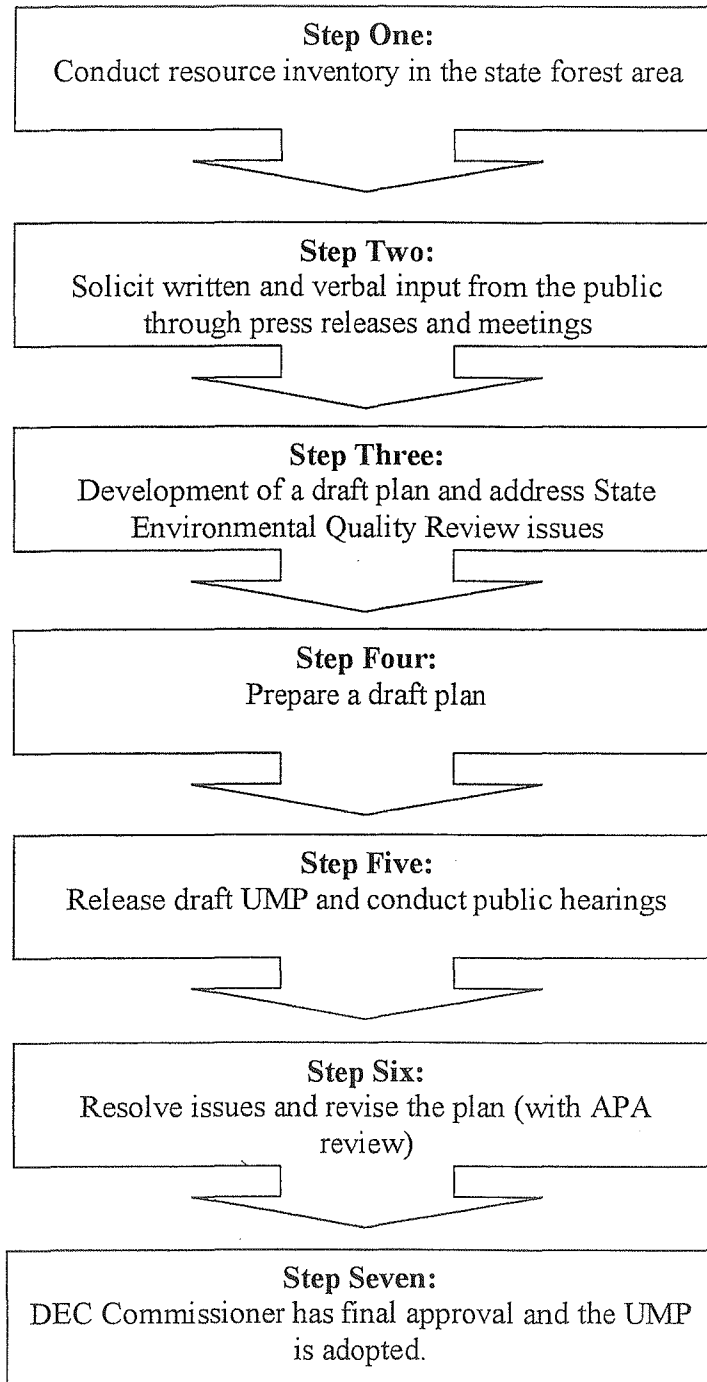
Graph Two: Snowfall Days



Appendix D - Land Use Definition and Intensity Guidelines

Land Use Area	Definition	Avg. # of bldgs. (per sq mi)	Avg. Lot Size (acres)
Hamlet	These are the growth and service centers of the Park where the Agency encourages development. Intentionally, the Agency has very limited permit requirements in hamlet areas.	No limit	None
Moderate Intensity Use	Most uses are permitted; relatively concentrated residential development is most appropriate.	500	1.3
Low Intensity Use	Most uses are permitted; residential development at a lower intensity than hamlet or moderate intensity is appropriate.	200	3.2
Rural Use	Most uses are permitted; residential uses and reduced intensity development that preserves rural character is most suitable	75	8.5
Resource Management	Most development activities in resource management areas will require Agency permit; compatible uses include residential uses, agriculture, and forestry. Special care is taken to protect the natural open space character of these lands.	15	42.7
Industrial Use	This is where industrial uses exist or have existed, and areas which may be suitable for future industrial development. Industrial and commercial uses are allowed in other land use area classifications.	No limit	None

Appendix E - The UMP Process



Appendix F - Adirondack Park Agency Response

The Agency's response can be found on the following pages:



By FAX and Mail

November 25, 2003

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Office of the State Comptroller
110 State Street
Albany, New York 12236-0001

Re: North Creek Revitalization

Dear [REDACTED]:

It was good meeting with you and [REDACTED] at the offices of the Warren County Regional Economic Development Corporation (WCREDC) on October 30th. It was an opportunity to discuss important work being done by the WCREDC to help improve the economy of the Town of Johnsbury and its hamlet of North Creek. As a planning and land use regulatory agency with an interest in resource protection and community economic improvement, we work closely with the WCREDC and the Town as they pursue projects of community importance.

The Adirondack Park Agency has significant interest in the economic vitality of towns and villages in the Park and in the strong protection of Park resources. In its work with localities, including Johnsbury, the Agency emphasizes the important relationship between environmental quality and economic vitality in an area heavily dependent on tourist visitation. Since careful planning for development and preservation is an important factor in building a sustainable economy, we provide local planning assistance to the Town of Johnsbury and encourage well thought out development proposals, as appropriate.

At present, there is strong interest in Johnsbury in a ski trail connector between the Gore Mountain Ski Area, a State-owned and

November 25, 2003

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operated facility in the State Forest Preserve, and the North Creek Ski Bowl area adjoining downtown North Creek where there is significant development potential for a range of lodging and other tourism support facilities on private lands.

The development of this ski trail connector in the Intensive Use Area of Gore Mountain is subject to the Unit Management Planning (UMP) process called for in the State Land Master Plan. A basis for this proposal was provided in the 1995 UMP as an initiative to stabilize the local economy. As stated then:

"The ski area, if operated in harmony with the local business community, should act as a catalyst to stabilize local businesses and support the local economy. The proposed alpine ski trail connection to Ski Bowl Park, will help promote economic activity in the region. It will also broaden the variety of ski and winter sports opportunities offered to the public. It will certainly make the region more attractive to the destination vacationer."

The supplemental UMP for 2002-2007, approved by the Agency in Spring 2002, included specific provisions for development of the connector by stating that:

"Two new quad lifts, one new lift (either chair or surface) and related trails will be constructed in order to create an alpine ski trail connection with the Town of Johnsburg Ski Bowl Park."

Regarding the private (outside State Forest Preserve) land development aspects of the proposal, these could be subject to permitting by the Adirondack Park Agency pursuant to the APA Act and other statutes, depending on the exact nature and scale of the development proposed and their specific location(s) relative to the Adirondack Park Land Use and Development Plan map.

We understand that at least part of the proposal would involve lands owned by the Town of Johnsburg. Other portions could involve lands owned by a private party on which the Agency approved a large scale project centered on a commercial ski area, the North Creek Ski Bowl, in 1982. The 1982 proposal included the ski area with 36 trails and 9 ski lifts as well as a main lodge and secondary lodge. The proposal also included a base village containing townhouses, condominiums, single family homes and three hotels. There were also provisions for an athletic club, cinema complex, shops, restaurants and other accessory structures.

November 25, 2003

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While the Ski Bowl project permitted by the Agency in 1982 was not ultimately developed and the permit has long since expired, the site was the subject of preliminary discussions between Agency staff and an interested developer within the past year. In these discussions, I mentioned potential predicates of Agency permit jurisdiction over a future project. I also referred to the scope and scale of the 1982 project in response to a question of what could be approvable on the site. What would actually be approved, of course, would depend significantly on the nature of future proposals, site and structural design considerations, and the ability of projects to be served as required by local government.

For your information, I have enclosed a copy of the Adirondack Park Agency Act, descriptive brochures and other materials on the Agency's planning and regulatory programs.

Please note the APA Act §801 Statement of Legislative Findings and Purposes. Also, the §805(3) Character Descriptions and the Purposes, Policies and Objectives for land use areas defined in the Adirondack Park Land Use and Development Plan:

"Hamlet areas will serve as the service and growth centers of the park. They are intended to accommodate a large portion of the necessary and natural expansion of the park's housing, commercial and industrial activities."

"Moderate intensity use areas will provide for development opportunities in areas where development will not significantly harm the relatively tolerant physical and biological resources. These areas are designed to provide for residential expansion and growth and to accommodate uses related to residential uses in the vicinity of hamlets where community services can most readily and economically be provided. Such growth and the services related to it will generally be at less intense levels than in hamlet areas."

"The purpose of low intensity use areas is to provide for development opportunities at levels that will protect the physical and biological resources, while still providing for orderly growth and development of the park. It is anticipated that these areas will primarily be used to provide housing development opportunities not only for park residents but also for the growing seasonal home market. In addition, services and uses related to residential uses

November 25, 2003

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may be located at a lower intensity than in hamlets or moderate intensity use areas."

Primary and secondary compatible uses defined for each of these land use areas is also provided in §805.3.

For your information, I have also enclosed a copy of "The North Creek Action Plan," a strategic planning document which helped guide the economic revitalization of North Creek in recent years. The Agency is proud to have provided funding for this plan which, with the steady commitment of volunteers, elected officials, and the WCREDC, has been of great local and regional economic significance.

I trust these materials will address any remaining questions about the Agency's interest in the continued economic improvement of the Town of Johnsbury as well as specific programs administered by the Agency in reference to State and private lands within the Park.

If I can be of further assistance to you, please call.

Sincerely,



Stephen M. Erman
Special Assistant for Economic Affairs

SME/bjf
Enclosures

Appendix G - OSC Contacts

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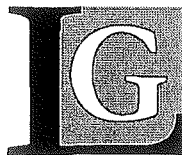
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New York State
Office of the State Comptroller
Division of Local Government Services
and Economic Development
110 State Street, 12th Floor • Albany, New York 12236

APPENDIX 2

DOCUMENTS OF RECORD

- **TITLE 28**
- **LEASE AGREEMENT**
- **MASTER AGREEMENT**
- **NATURAL HERITAGE PROGRAM RESPONSE
LETTER DATED MAY 11, 2005**

- New York State Consolidated Laws

- Public Authorities

TITLE 28

NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

- Section 2605. Short title.
2606. Legislative findings.
2607. Definitions.
2608. New York state olympic regional development authority.
2609. Community advisory panel.
2610. Review of and recommendation on continuation of the authority.
2611. Powers of the authority.
2612. Agreement with the park district.
2613. Appropriations by the park district.
2614. Agreements with the state.
2615. Assistance by state officers, departments, boards and commissions.
2616. Appropriations by the state.
2617. Moneys of the authority.
2618. Property and income of the authority.
2619. Capital repair and improvement account.
2620. Public bidding.
2621. Annual report.
2622. Actions.
2623. Limitation of liability.
2624. Exemption from taxation.
2625. Inconsistent provisions of other laws superseded.
2626. Construction.
2627. Separability.
2628. Temporary assignment and transfer of employees.
2629. Transfer of officers and employees.

§ 2614. Agreements with the state. 1. The specific terms of each agreement shall be negotiated between the authority and any state agency which administers or supervises a participating olympic facility owned by the state of New York.

2. Each such agreement shall provide the following:

(a) The authority shall receive the participating olympic facility, including the personal property and equipment used solely in connection therewith, which is the subject matter of this agreement in its condition at the time of the commencement of the agreement.

(b) The authority shall agree to continue to provide at the participating olympic facility the space, facilities and the level of public recreation, including youth sports training, promotion and programming, as was provided by the state agency operating said facility during the year immediately preceding the execution of the agreement.

(c) The authority shall comply with all agreements executed by the state affecting the participating olympic facility existing at the time the authority enters into the agreement with the state, provided such existing agreements are listed in the agreement with the state.

(d) Upon termination of the agreement, the personal property, including replacements and/or substitutions therefor, which is owned by the authority and used solely in connection with the participating olympic facility which is the subject matter of the agreement shall pass to and be vested in the state. Such personal property shall be accepted by the state in its condition at the time of such termination.

(e) The authority shall maintain and keep the participating olympic facility, including the personal property and equipment used solely in connection therewith, in good repair, provided that the authority shall not be required to repair any damage to the participating olympic facility, including the personal property and equipment used solely in connection therewith, existing at the time the authority enters into the agreement unless funds are made available to the authority therefor.

(f) The authority may make improvements to the participating olympic facility to the extent that federal funds are made available for such purpose.

(g) The authority may terminate its agreement with the state, if the state fails to carry out all of the provisions of the agreement or fails to appropriate and pay in each fiscal year of the state commencing with the fiscal year beginning April first, nineteen hundred eighty-two, the amount expended by the department of environmental conservation for the operation of the olympic facilities in the fiscal year immediately preceding the execution of said agreement, plus an amount supplied by a formula to be agreed upon by the parties which will reflect the legitimate and necessary net cost increases which may occur over the life of such agreement.

(h) The state may terminate its agreement with the authority if the director of the budget shall not approve the budget of the authority or if the park district fails to appropriate and pay funds as provided in subparagraphs one and two of paragraph (g) of subdivision two of section twenty-six hundred twelve of this title.

(i) To the extent the authority is not covered by insurance, the authority shall be held harmless by the state for any and all claims for damages or injuries arising out of the operation by the authority of any participating olympic facility owned by the state.

3. The authority shall enter into an agreement with the department of environmental conservation for the authority to operate, maintain and manage the Gore Mountain ski center located in the town of Johnsbury, county of Warren, state of New York. The specific terms of such agreement shall be negotiated by the authority and the department and

shall include those provisions set forth in subdivision two of this section for inclusion in agreements with the state. Such agreement shall also provide that the authority may terminate the agreement if the state fails to appropriate and pay to the olympic regional development authority for the five consecutive fiscal years from April first, nineteen hundred eighty-five, through March thirty-first, nineteen hundred ninety for the operation of Gore Mountain, an amount at least equal to the amount of funds appropriated and paid to the authority for the operation of Gore Mountain ski center for the fiscal year of the state beginning April first, nineteen hundred eighty-four, plus an amount supplied by the formula agreed to by the parties pursuant to paragraph (g) of subdivision two of this section. All of the powers of the authority provided by this title or any other law, including those pertaining to participating olympic facilities, shall apply in connection with such agreement and the operation and management of the Gore Mountain ski center.

4. The authority is hereby authorized to enter into an agreement with the town of Johnsbury, Warren county to operate and manage town-owned ski and recreational facilities on town property in such town. The specific terms of such agreement shall be negotiated by the authority and the town and shall include those provisions set forth in subdivision two of this section for inclusion in such agreement with the town. All of the powers of the authority provided by this title or any other law, including those pertaining to participating olympic facilities, shall apply in connection with such agreement and the operation and management of such facilities.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of September 2003, by and between THE TOWN OF JOHNSBURG, a municipal corporation organized under the laws of the State of New York with an address of PO Box 7, North Creek, New York 12853 ("Johnsburg"), and the OLYMPIC REGIONAL DEVELOPMENT AUTHORITY, an authority organized and authorized pursuant to the laws of the State of New York with an address of Lake Placid, New York 12946 (hereinafter "ORDA").

WHEREAS, Johnsborg is the owner of certain property including recreational property (the "Property") located in the Town of Johnsborg, County of Warren, State of New York, and commonly referred to as The Ski Bowl Property, tax map #66-1-14;

WHEREAS, ORDA desires to utilize a portion of the property as set forth on Exhibit "A" for the purpose of developing and operating a tubing park, operating and maintaining the existing t-bar lift and trail located at the Ski Bowl and the operation of any food concessions incident to the operation of the tubing park and ski facility;

WHEREAS, Johnsborg and ORDA place significant value on the property being leased to ORDA for the purposes of operating the above described facilities;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of one dollar in hand paid by ORDA to Johnsborg or other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Johnsborg agrees to Lease to ORDA, its successors and/or assigns, the right privilege and authority to Lease the property described above pursuant to the following terms and conditions:

1. **LEASE TERM:** The term of this Lease Agreement shall commence on the 1st day of November 2003 and end on the 31st day of March 2004. In lieu of monetary consideration attributed to the use of the property, ORDA shall pay Johnsborg the fee equivalent to skiing privileges for all students enrolled in the Johnsborg Central School. The skiing privileges shall be the equivalent of a full seasons pass for each student enrolled in the Johnsborg Central School system and shall be valid for use at both the Gore Mountain Ski Center and the Little Gore Ski facility. These season tickets will not be valid for use at the tubing park and ORDA shall be entitled to charge a fee to all users for use of the tubing park. The use of this property pursuant to this Lease Agreement shall entitle ORDA to exclusive use of the ski trail and ski lift and the tubing area. This Lease Agreement does not give ORDA exclusive access to the closed pavilion, open pavilion, skating rink area, parking area or other lands located adjacent to the above described facilities. The term of this Lease Agreement shall be renewed automatically unless either party provides written notice to the other party of their intent to not renew this Lease Agreement at least 60 days prior to the commencement of the next term (i.e. Notice of intent to terminate must be delivered to the other party prior to September 1st in any year)

2. **REPAIRS, REPLACEMENTS AND FIXTURES:** ORDA shall be entitled to construct, develop and maintain the tubing park and ski trails in the manner that they deem to be appropriate and consistent with reasonable tubing and skiing practices. ORDA shall also have the right to develop a tow lift and all facilities incident to operating a snowmaking facility with the tubing and ski trail. ORDA shall not be obligated to develop snowmaking facilities for the tubing area or the ski area. Johnsborg shall provide the electrical wiring necessary from the existing terminal to a location to be determined by ORDA sufficient to operate the tubing facility. Johnsborg shall also be responsible for the cost of all utilities associated with the operation of the pavilions, the skiing and the tubing. Johnsborg shall be responsible for plowing and maintaining the access road and parking area. Johnsborg shall be responsible for custodial work and maintenance both at the open and closed pavilions. Johnsborg shall provide lighting to the area however, will not be obligated to provide lighting to the tubing area but if able to shall be permitted to do so.

3. **SURRENDER:** At the expiration of this Agreement, ORDA will quit and surrender the Land, as improved by ORDA, in as good state and condition as received, reasonable wear and tear and damage by fire or the elements or from causes beyond its control excepted. ORDA shall retain ownership of the improvements including the handle tow surface lift and the snowmaking spur installed on the Property.

4. COMPLIANCE WITH LAWS: ORDA shall comply with all Federal, state, county, town and village laws and ordinances respecting the use of the Land and the conduct of ORDA's use of the Land.

5. USE OF LAND: ORDA shall not use or allow the Land to be used for any purpose other than the purpose set forth above, nor shall any part of the Land be used in any manner reasonably objectionable to Johnsbury; nor so as to increase the insurance risk or prevent the obtaining of insurance.

6. INSURANCE: ORDA at its own expense shall maintain general liability insurance protecting Johnsbury against any liability arising out of the use of the Land by ORDA and any liability assumed by ORDA pursuant to any contract between Johnsbury and ORDA, including the liability assumed pursuant to its Lease Agreement; and all such insurance policies and insurance carrier shall be acceptable in form and substance to Johnsbury. The minimum coverage required by such policy is \$1,000,000.00 per occurrence, bodily injury and property damage, and \$300,000.00 for fire damage legal liability. The policies of insurance shall name Johnsbury as an additional insured. ORDA will furnish a certificate of insurance to Johnsbury prior to the commencement of this Lease Agreement evidencing compliance with this Section 7.

7. ASSIGNMENT: This Lease Agreement is personal to ORDA and ORDA may not assign this Lease Agreement or its rights hereunder without the prior written consent and approval of Johnsbury.

8. INDEMNIFICATION OF JOHNSBURG: For properties under the exclusive control of ORDA, including the skiing area and tubing area, Johnsbury shall not be liable for, and ORDA will indemnify, defend and save harmless Johnsbury from and against, any and all fines, suits, claims, demands, judgments, liabilities, losses, damages, actions, costs, interest and expense (including attorney's fees) arising out of any (A) act or omission of, or breach of this Lease Agreement by, ORDA or its employees, invitees or any other person entering the Land under express or implied invitation of ORDA, or (B) use of the Land by ORDA or its employees, invitees or any other person entering the Land under express or implied invitation of ORDA, including during any period of time ORDA has had access to the Land prior to commencement of this Lease Agreement. In case any action or proceeding covered by the foregoing indemnity is brought against Johnsbury, Johnsbury shall control the defense thereof and ORDA shall pay all costs, attorney's fees, expenses and liabilities resulting therefrom. ORDA and its employees, invitees or any other person entering the Land under express or implied invitation of ORDA assumes any and all risks and liabilities whatsoever relating to its use of the Land.

9. INDEMNIFICATION OF ORDA: For properties not under the exclusive use and control of ORDA, ORDA shall not be liable for, and Johnsbury will indemnify, defend and save harmless Johnsbury from and against, any and all fines, suits, claims, demands, judgments, liabilities, losses, damages, actions, costs, interest and expense (including attorney's fees) arising out of any (A) act or omission of, or breach of this Lease Agreement by, Johnsbury or its employees, invitees or any other person entering the Land under express or implied invitation of Johnsbury, or (B) use of the Land by Johnsbury or its employees, invitees or any other person entering the Land under express or implied invitation of Johnsbury, including during any period of time Johnsbury has had access to the Land prior to commencement of this Lease Agreement. In case any action or proceeding covered by the foregoing indemnity is brought against ORDA, ORDA shall control the defense thereof and Johnsbury shall pay all costs, attorney's fees, expenses and liabilities resulting therefrom. Johnsbury and its employees, invitees or any other person entering the Land under express or implied invitation of Johnsbury assumes any and all risks and liabilities whatsoever relating to its use of the Land.

10. ENTRY ON LAND BY JOHNSBURG: Johnsbury and its agents, employees and contractors shall have the right to enter all parts of the Land to inspect the same and to enforce or carry out any provision of this Agreement and to safeguard Johnsbury's interest in the Land.

11. SEVERABILITY: If any term or provision, or any portion thereof, of this Lease Agreement is declared invalid or unenforceable for any reason, the remainder of this Lease Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT: This Lease Agreement contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

JOHNSBURG:

BY:  9-12-03

William Thomas, Supervisor

ORDA:

BY:  9-12-03

Ted Blazer, President, CEO

TOWN OF JOHNSBURG
RESOLUTION # 89

WHEREAS, the Town Board of the Town of Johnsburg having engaged in substantial discussions with FrontStreet Mountain Development LLC (FrontStreet) regarding redevelopment of skiing at North Creek Ski Bowl and hereby agrees in principle to the five (5) Business Points as set forth in the attached memorandum dated July 18, 2005 from FrontStreet, and

WHEREAS, FrontStreet understands the importance and significance of preserving and enhancing the Town's recreation area, and

WHEREAS, The Town Board desires to move forward with formal discussions and authorizes the Town Supervisor and Attorney for the Town to take those preliminary actions necessary in furtherance of the Business Points.

BE IT RESOLVED THAT the Town Board supports the concepts and principles outlined in the attached memorandum and directs the Town Supervisor and Attorney for the Town to commence actions and discussions necessary to move forward with formal discussions and to take those preliminary actions necessary in furtherance of the Business Points.

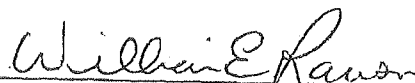
Mr. Arsenault presented the preceeding resolution with a second from Mrs. VanKeuren. With all board members voting "aye" the resolution is declared passed.

STATE OF NEW YORK)
COUNTY OF WARREN)
TOWN OF JOHNSBURG)

I, William E. Rawson, Town Clerk of the Town of Johnsburg, Warren County, New York, hereby certify that I have compared the foregoing copy of Resolution Number 89, adopted by the Town Board of the Town of Johnsburg, Warren County, New York, at a meeting held at the Tannery Pond Community Center, in North Creek, New York on the 19th day of July, 2005, and that the foregoing is a true copy of said resolution entered in the minutes of said meeting.

In witness whereof, I have set my hand and seal on the 9th day of August, 2005.

SEAL


William E. Rawson
Town Clerk
Town of Johnsburg

Business Points 7-18-05

FrontStreet and the Town to agree that as and when the APA approves the FrontStreet project and the funding for the Ski Bowl ski lift project is in place, the following actions will be taken:

1. **Land Transfer to Town** – FrontStreet will transfer to the Town approximately 65 acres to enable the location of a ski lift and trails at the Old Gore Ski Bowl. The property deed shall specify that the property may be used for public skiing, hiking, biking, horseback riding and other outdoor activities. No motorized vehicles (other than for ski related maintenance), camping or hunting will be allowed. FrontStreet will retain all property building rights associated with the Land to Town and will have the exclusive right to build / operate public golf related activities on this property. FrontStreet will have a right of way to (a) cross the land for any utilities including: water, power, sewage and drainage (b) to construct drainage and storm water runoff containment facilities and septic holding tanks and leach fields under the land.
2. **Parcel A Land and Building Right Transfer to FrontStreet** – The Town will (a) assign to FrontStreet the Town's building rights associated with the 136.6 acres of Low Density Town land in the Park Area and (b) transfer to FrontStreet Parcel A, approximately 5 acres of land located to the west of Ski Bowl Road, which is surrounded by the Property.
3. **Parcel B Future Land Transfer to FrontStreet** –As and when APA and Town P&Z approve the FrontStreet major hotel project, the Town will transfer to FrontStreet Parcel B, the approximately 4 acres of land located between the Property and the old ski hut, and FrontStreet will pay the Town \$200,000 as a recreation fee to be used for park improvements.
4. **Town Ski Lodge** – The public ski lodge will be located approximately in the same location as the old ski hut and FrontStreet will pay for Hudson Design to complete, under the Town's direction, the preliminary architectural design of the public ski lodge.
5. **Town Maintenance Garage Area** – As and when the Town decides that the Town maintenance garage should be relocated from the current site, FrontStreet will have the right to acquire the site (Parcel C, approximately 5 acres) for the cost of relocating the maintenance garage facilities and making reasonable upgrades to the facility to improve employee working conditions.

MASTER AGREEMENT

MASTER AGREEMENT ("Agreement") made as of the 3rd day of November 2005, between **THE TOWN OF JOHNSBURG**, a governmental entity, having an address at P.O. Box 7, North Creek, NY 12853 ("the Town"), and **FRONTSTREET MOUNTAIN DEVELOPMENT, LLC**, a Delaware limited liability company, having an address at 31 Swift's Lane, Darien, CT 06820 ("FrontStreet"). The Town and FrontStreet are referred to herein individually, as a "Party" and collectively, as the "Parties."

In consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Ski Trail Parcel, Parcel A and Building Rights.

(a) Conveyances. If (x) the Adirondack Park Agency ("APA") approves the application of FrontStreet to the APA for the Ski Bowl Village at Gore Mountain, located in North Creek, New York ("APA Development Approval"), and (y) the State of New York, the Olympic Regional Development Authority of the State of New York ("ORDA"), or any other source (as applicable) approves and provides the funding of 100% of the construction cost of the ski lift, trails and snowmaking for public skiing to be located on the Ski Trail Parcel and on the Town land that is adjacent to the Ski Trail Parcel ("Town Land") and depicted on the map attached hereto as Exhibit I ("Ski Lift Approval"), then upon and subject to the terms and conditions set forth in this Agreement:

(i) Ski Trail Parcel. FrontStreet shall convey to the Town and the Town shall accept from FrontStreet the property, more fully described on Schedule 1 (subject to revision pursuant to Section 1(c)(iv)), together with all buildings and improvements thereto (collectively the "Ski Trail Parcel"); and

(ii) Parcel A. The Town shall convey to FrontStreet and FrontStreet shall accept from the Town the property, together with all buildings and improvements thereto, more fully described on Schedule 2 (collectively "Parcel A"); and

(iii) Building Rights. The Town shall assign to FrontStreet, in accordance with Section 809(10)(c) of the Adirondack Park Agency Act, all of the Town's building rights associated with the 136.6 acres in the Town Park located on Ski Bowl Road, North Creek, New York ("Town Park"), which land the Parties acknowledge is zoned Low Intensity and is contiguous to FrontStreet's property at Old Gore Ski Bowl. The Parties agree that there are forty-three (43) such building rights (the "Building Rights").

(b) Closing. The settlement of all of the obligations of the Town and FrontStreet to each other under this Section 1 ("Ski Trail Closing") shall take place at the office of the Town of Johnsburg, Main Street, North Creek, New York, at 10:00 a.m., on the 20th day after APA Development Approval and Ski Lift Approval have all been received. The Ski Trail Closing shall be upon and subject to the terms and conditions set forth in Rider 1. If Ski Lift Approval is received before APA Development Approval, the Parties shall each consider waiving APA Development Approval as a condition to the closing of one or more of the conveyances contemplated by this Section 1.

(c) Additional Agreements. Effective upon the Ski Trail Closing,

(i) Permitted Uses and Use Restrictions.

(A) By the Town. The Ski Trail Parcel shall be used solely for public skiing, hiking, biking, horseback riding, golf and other outdoor activities, but not for motorized vehicles (other than for ski related maintenance and safety, and golf related maintenance and golf carts), camping or hunting. All such uses shall be free to the public except skiing and golf, for which the public will be charged a fee.

(B) By FrontStreet. FrontStreet shall have the right of way to cross the Ski Trail Parcel to access its properties adjacent to the Ski Trail Parcel and the right to cross the Ski Trail Parcel underground for any utilities including: water, power, sewage and drainage and to construct drainage and storm water runoff containment facilities and septic holding tanks and leach fields under the Ski Trail Parcel (the "FrontStreet Utilities"). FrontStreet shall have the exclusive right to build and operate public golf related activities on those portions of the Ski Trail Parcel and Town Land designated on the map attached hereto as Exhibit II. FrontStreet shall have the right to tie into the snowmaking water line for its fire-safety system, irrigation, and other non-potable water needs, all subject to FrontStreet having the obligation to pay all incremental costs for connections and operating expenses (the "FrontStreet Tie-In"). The placement of the FrontStreet Utilities and the FrontStreet Tie-In will be subject to the approval of ORDA consistent with applicable law. At the conclusion of any construction provided for in this subsection, FrontStreet shall cause the Ski Trail Parcel to be restored to substantially the same condition existing immediately prior to such construction.

(ii) Retained Building Rights. FrontStreet shall retain, in accordance with Section 809(10)(c) of the Adirondack Park Agency Act, all of the building rights associated with the Ski Trail Parcel, which land the Parties acknowledge is zoned Low Intensity and is contiguous to FrontStreet's other property at Old Gore Ski Bowl.

(iii) Town Development. In accordance with Ski Trail Approval, the Town shall cooperate with all applicable persons and entities in causing the timely construction of the ski lift, trails and snowmaking depicted on the map attached hereto as Exhibit I. The Town agrees that the ski lift marked on the map attached hereto as Exhibit III, shall be the first constructed on the Town Land or the Ski Trail Parcel, except for the short chairlift to be located at the location of the current t-bar lift. The Town further agrees that no ski lifts, trails and snowmaking shall be constructed on the Town Land or the Ski Trail Parcel in a manner that conflicts with the ski lift, trails and snowmaking depicted on the map attached hereto as Exhibit I.

(iv) Revised Survey and Conveyance. Upon completion of construction of ski trails on the Ski Trail Parcel pursuant to Ski Lift Approval, FrontStreet shall at its expense cause the description of the Ski Trail Parcel in Schedule 1 to be revised to reflect the boundaries of the ski trails as actually constructed, and the Parties shall undertake such conveyances, reconveyances and additional transactions as may be reasonably necessary to bring about the transfer of the Ski Trail Parcel, as so revised, to the Town, consistent with the new boundaries and this Agreement, provided that the amount of acreage transferred as a result of the revised conveyance will substantially equal, and in no event be less than 95% of, the amount of acreage transferred in the original conveyance.

(v) Deed Restrictions, Etc. The Parties shall execute and record deed restrictions, easements and other agreements reasonably necessary to document the terms of this Section 1(c) at the Ski Trail Closing.

(d) Delayed Approval. FrontStreet may at any time prior to the Ski Trail Closing, develop the Ski Trail Parcel for public or private skiing use in a manner that does not conflict with the ski lift, trails and snowmaking on the Ski Trail Parcel depicted on the map attached hereto as Exhibit I. The obligation of FrontStreet to consummate the transactions contemplated to occur at the Ski Trail Closing shall in such event be subject to the following additional conditions: (A) FrontStreet shall convey, and the Town shall acquire, the improvements constructed by FrontStreet ("FrontStreet Improvements") from FrontStreet, as-is where-is; and (B) FrontStreet shall be reimbursed for the cost of the FrontStreet Improvements, up to the amount budgeted by ORDA for such improvements from amounts allocated under the terms of Ski Lift Approval to the construction of the applicable improvements. If such reimbursement is not available under the terms of Ski Lift Approval, FrontStreet shall have the right, exercisable by giving notice to the Town on or before the 30th day after the scheduled date of the Ski Trail Closing, to terminate Section 1 of this Agreement. Upon any such termination, the transactions contemplated by Section 1 shall be abandoned, and the Parties shall have no further rights or obligations with respect thereto.

(e) Pre-Closing Activities of the Town. The Town agrees that so long as Section 1 remains in effect prior to the Ski Trail Closing; the Town shall cooperate with all applicable persons and entities in causing Ski Lift Approval to be obtained; the ski lift marked on the map attached hereto as Exhibit III, shall be the first constructed on the Town Land, except for the short chairlift to be located at the location of the current t-bar lift; and no ski lifts, trails and snowmaking shall be constructed on the Town Land in a manner that conflicts with the ski lift, trails and snowmaking depicted on the map attached hereto as Exhibit I.

(f) Section 1 Termination Rights. If APA Development Approval and Ski Lift Approval have not both been received by the fifth anniversary of this Agreement, FrontStreet shall have the right, exercisable at any time after such fifth anniversary, to terminate Section 1 of this Agreement. Such termination shall be effective 30 days after FrontStreet gives notice of termination to the Town. If, by the fifth anniversary of this Agreement, Ski Lift Approval has been received, but APA Development Approval has not been received, the Town shall have the right, exercisable at any time after such fifth anniversary, to terminate Section 1 of this Agreement. Such termination shall be effective 30 days after the Town gives notice of termination to FrontStreet. Upon any such termination, the transactions contemplated by Section 1 shall be abandoned, and the Parties shall have no further rights or obligations with respect thereto.

(g) Zoning. Notwithstanding anything to the contrary in this Agreement, the obligation of FrontStreet to consummate the transactions contemplated to occur at the Ski Trail Closing shall be subject to the following additional condition: the Town shall have amended the zoning of Parcels B and C to allow for private commercial uses (such as hotels) thereon.

2. Parcel B.

(a) Conveyance. If FrontStreet at its option seeks approval of the APA and the Planning & Zoning Commission of the Town of Johnsbury with respect to the construction of a hotel on Parcel B (as defined below) and all such approvals are received (collectively, "Hotel Approval"), then upon and subject to the terms and conditions set forth in this Agreement, the

Town shall convey to FrontStreet and FrontStreet shall accept from the Town the property, together with all buildings and improvements thereto, more fully described on Schedule 3 (collectively "Parcel B").

(b) Closing. The settlement of all of the obligations of the Town and FrontStreet to each other under this Section 2 (the "Parcel B Closing") shall take place at the office of the Town of Johnsbury, Main Street, North Creek, New York, at 10:00 a.m. on the 20th day after Hotel Approval. The Parcel B Closing shall be upon and subject to the terms and conditions set forth in Rider 1.

(c) Additional Agreements. Effective upon the Parcel B Closing,

(i) Park Improvements. FrontStreet will be obligated to fund the improvement or construction of recreational facilities at the Town Park as follows: (A) \$200,000.00, upon the Parcel B Closing; plus (B) if FrontStreet sells Parcel C to an entity other than a wholly-owned affiliate of FrontStreet, then upon the closing of such sale ("Third Party Closing"), an amount equal to a percentage of the "Net Sale Profit" as follows: 10% of the Net Sales Profit if the Third Party Closing occurs in Year 1; 8% of the Net Sale Profit if the Third Party Closing occurs in Year 2; 6% of the Net Sale Profit if the Third Party Closing occurs in Year 3; 4% of the Net Sale Profit if the Third Party Closing occurs in Year 4; 2% of the Net Sale Profit if the Third Party Closing occurs in Year 5; and 0% of the Net Sale Profit if the Third Party Closing occurs after Year 5. "Net Sale Profit" means cash proceeds received at the Third Party Closing, net of FrontStreet's actual selling expenses. "Year" means the twelve month period that begins on the date of the Parcel B Closing, and each subsequent twelve month period beginning on the anniversary of such day; the first Year is designated "Year 1", and each subsequent Year is numbered sequentially. The funds payable to the Town under this subsection will not be allocated to the Town's general fund but will instead be restricted for use by the Town for improvement or construction of recreational facilities at the Town Park. The Town shall use its best efforts to cause the funds payable to the Town under this subsection be classified as a recreation fee.

(ii) Wells and Pump Stations. FrontStreet may, and at the request of the Town, shall, at FrontStreet's expense, using qualified contractors, relocate the two wells and the pump stations currently located on Parcel B (the "Wells and Pump Stations") to a location or locations within the current Water Service Area that is as close as reasonably possible to Parcel B; the relocated wells shall produce water at a flow rate no less than the flow rate capable of being produced by the two now-existing wells at the time of relocation (such flow rate to be determined using recognized water industry standards). FrontStreet shall be deemed to have satisfied its obligations under this subsection (ii) when the New York State Department of Health and the Department of Environmental Conservation have provided final approval of the relocated wells as suitable for potable water, and the equipment and wells are fully operational components of the North Creek Water District. For a period commencing on the date of the Parcel B Closing and ending if and when the Wells and Pump Stations are so relocated, the Town shall, at its own cost and expense, operate, inspect, maintain, service, repair, overhaul and test the Wells and Pump Stations by duly competent personnel, in accordance with prudent practice and all laws, rules and regulations applicable to the Wells and Pump Stations, as in effect from time to time. Notwithstanding the foregoing, if required by applicable law or regulation, or if reasonably requested by the Town after Hotel Approval, FrontStreet shall complete the relocation of the Wells and Pump Stations as provided in this Section prior to the

Parcel B Closing, in which case, the relocation shall be an additional condition to the obligation of the Town to consummate the transactions contemplated to occur at the Parcel B Closing. FrontStreet shall be reimbursed for the cost of the relocation if the Town defaults on its obligation to convey Parcel B.

(iii) Use Restrictions.

(A) By the Town. That portion of the Town's land adjacent to Parcel B known as "Duke Hill" shall not be used for motorized vehicles, camping or hunting.

(B) By FrontStreet. FrontStreet agrees that Parcel B shall be used solely for a hotel and retail complex.

(iv) Ski Bowl Road. Until FrontStreet acquires Parcel C and relocates the Garage Assets as contemplated by Section 3(e), the Town will have the right to use the portion of the Ski Bowl Road located on Parcel B to access Parcel C. Until the commencement of the construction of the hotel that is the subject of the Hotel Approval, the Town will have the right to use the portion of the Ski Bowl Road located on Parcel B to access the current parking area on Parcel B. All such access shall be free of charge, under access agreements with customary terms and conditions.

(v) Deed Restrictions, Etc. The Parties shall execute and record deed restrictions, easements and other agreements reasonably necessary to document the terms of this Section 2(c) at the Parcel B Closing.

(d) Zoning. Notwithstanding anything to the contrary in this Agreement, the obligation of FrontStreet to consummate the transactions contemplated to occur at the Parcel B Closing shall be subject to the following additional condition: the Town shall have amended the zoning of Parcels B and C to allow for private commercial uses (such as hotels) thereon.

3. Parcel C Option.

(a) Option Grant. Upon and subject to the terms and conditions set forth in this Agreement, the Town hereby grants to FrontStreet an option, exercisable in accordance with this Agreement, to acquire from the Town the property, together with all buildings and improvements thereto, more fully described on Schedule 4 (collectively "Parcel C"). The option set forth in this Section 3(a) is hereinafter referred to as the "Parcel C Option".

(b) Trigger Events. Commencing on or after the date upon which APA Development Approval and Ski Lift Approval have both been granted (or earlier if agreed by FrontStreet), the Town may offer, and prior to conveying Parcel C to any person or entity other than FrontStreet, the Town shall offer, to convey Parcel C to FrontStreet pursuant to this Agreement, by giving notice to FrontStreet ("Offer Notice"). On or before the 60th day after the Offer Notice, FrontStreet shall have the right to exercise the Parcel C Option. If FrontStreet fails to exercise the Parcel C Option, the Parcel C Option shall remain in effect if the Town (i) fails to enter into a definitive and legally binding agreement to sell Parcel C to a person or entity other than FrontStreet on or before the 60th day following the date upon which FrontStreet's right to exercise the Parcel C Option pursuant to the second sentence of this Section 3(b) expires or otherwise lapses, or (ii) after entering to such an agreement within such time, fails for any reason to convey Parcel C on or before the 365th day following the date upon which FrontStreet's right

to exercise the Parcel C Option pursuant to the second sentence of this Section 3(b) expires or otherwise lapses.

(c) Notice of Exercise. To exercise the Parcel C Option, FrontStreet shall within the sixty (60) day period referred to in Section 3(b), deliver to the Town a written notice stating that FrontStreet is exercising the Parcel C Option ("Notice of Exercise"). Upon receipt by the Town of the Notice of Exercise, the Town shall be legally bound to convey Parcel C to FrontStreet, and FrontStreet shall be legally bound to accept Parcel C from the Town, in accordance with the remaining terms of this Agreement.

(d) Closing. The settlement of all of the obligations of the Town and FrontStreet to each other under this Section 3 (the "Parcel C Closing") shall take place at the office of the Town of Johnsbury, Main Street, North Creek, New York, at 10:00 a.m. on the 30th day after receipt by the Town of the Notice of Exercise. The Parcel C Closing shall be upon and subject to the terms and conditions set forth in Rider 1.

(e) Additional Agreements--Relocation and Upgrade of Garage Assets. In the Offer Notice, the Town may specify a location within the Town of Johnsbury to which the maintenance garage building and related structures that are currently located on Parcel C ("Garage Assets") shall be relocated. Within a reasonable period after the Parcel C Closing, FrontStreet shall at its expense, using qualified contractors, transport the Garage Assets from Parcel C to, and relocate them at the location, if any, specified in the Offer Notice. At the Town's request set forth in reasonable detail in the Offer Notice, FrontStreet, using qualified contractors, shall within a reasonable period after the Parcel C Closing, perform up to \$15,000.00 in upgrades to the maintenance garage building's lunch room and/or vehicle entrance at the new location thereof. After the Parcel C Closing, pending the relocation of the Garage Assets, the Town will have the right, notwithstanding Section 19(b)(i)(F), to use Parcel C as it was used immediately prior to the Parcel C Closing, free of charge, under a lease with customary terms and conditions.

(f) Zoning. Notwithstanding anything to the contrary in this Agreement, the obligation of FrontStreet to consummate the transactions contemplated to occur at the Parcel C Closing shall be subject to the following additional condition: the Town shall have amended the zoning of Parcels B and C to allow for private commercial uses (such as hotels) thereon.

4. Town Ski Lodge. FrontStreet and the Town hereby confirm that they have executed and delivered that certain letter agreement dated August 1, 2005 with the architectural design firm Hudson Design, 1949 Route Nine, Garrison, New York 10524 concerning "Architectural Design Services—Town Ski Hut" (attached hereto as Exhibit IV) pursuant to which Hudson Design undertakes to assist in the design of a new public ski lodge to be constructed by the Town and to be located at approximately the same location in Town Park as the old public ski hut. FrontStreet covenants to the Town that FrontStreet has paid or will pay all compensation due Hudson Design under the letter agreement, subject to and in accordance with the terms thereof.

5. Representations and Warranties as to each Party. Each Party represents and warrants to the other that:

(a) Such Party has the right, power and authority to make and perform its obligations under this Agreement and this Agreement is a valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject in the case of the Town, to the satisfaction of the conditions set forth in Section 8(k).

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding against such Party or any agreement, contract or commitment to which such Party or its properties is subject, which could individually or in the aggregate interfere with the consummation of the transactions contemplated by this Agreement.

(c) Such Party has not dealt with any broker in connection with this Agreement.

6. Indemnifications.

(a) By the Town. Effective on the date hereof (in the case of (i) below), effective upon each applicable Closing (in the case of (ii) below) and effective upon the Ski Parcel Closing (in the case of (iii) and (iv) below), the Town shall indemnify, defend and hold harmless FrontStreet, FrontStreet's direct and indirect parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, members, agents, successors, transferees and assigns from and against all costs, claims and expenses (including, without limitation, reasonable attorneys' fees and disbursements):

(i) arising from or related to any breach of any representation or warranty of the Town set forth in Section 5 of this Agreement;

(ii) arising from or related to any breach of any representation or warranty of the Town set forth in Section 18(e) of this Agreement with respect to the applicable Premises, provided that any claims for indemnification under this subsection (ii) must be made to the Town before the end of the two (2) year survival period applicable to such representations set forth in Section 18;

(iii) resulting from, or incurred to remedy, any condition or circumstance which is not or is alleged to be not in compliance with the Adirondack Park Agency Act, and which arises from events or conditions at Parcel A on or prior to the date of the Ski Trail Closing; provided that any claims for indemnification under this subsection (iii) must be made to the Town on or before the second anniversary of the Ski Parcel Closing;

(iv) the Wells and Pump Stations, to the extent arising from or relating to events or conditions on or prior to the date of the Parcel B Closing or, if later, the relocation of the Wells and Pump Stations as contemplated by Section 2(c)(ii); or

(v) arising from or related to Hazardous Substances used, stored, generated, disposed of or introduced on or under Parcel C on or prior to the date of the Parcel C Closing, provided that any claims for indemnification under this subsection (v) must be made to the Town on or before the second anniversary of the Parcel C Closing.

(b) By FrontStreet. Effective on the date hereof (in the case of (i) below), effective upon each applicable Closing (in the case of (ii) below), and effective upon the Ski Parcel Closing (in the case of (iii) below), FrontStreet shall indemnify, defend and hold harmless the Town, the Town's direct and indirect parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, members, agents, successors, transferees and assigns from and against all costs, claims and expenses (including, without limitation, reasonable attorneys' fees and disbursements):

(i) arising from or related to any breach of any representation or warranty of FrontStreet set forth in Section 5 of this Agreement;

(ii) arising from or related to any breach of any representation or warranty of FrontStreet set forth in Section 18(e) of this Agreement with respect to the applicable Premises, provided that any claims for indemnification under this subsection (ii) must be made to FrontStreet before the end of the two (2) year survival period applicable to the representations set forth in Section 18; or

(iii) arising from or relating to the FrontStreet Utilities and the FrontStreet Tie-In.

7. Defaults and Remedies. If a Party defaults hereunder, the other Party shall have such remedies as such other Party shall be entitled to at law or in equity, including but not limited to, specific performance.

8. Miscellaneous.

(a) Town Termination Rights. If the Ski Trail Closing has not occurred by the tenth anniversary of this Agreement, the Town shall have the right, exercisable at any time after such tenth anniversary, to terminate this Agreement to the extent it has not been performed as of the date of termination, provided, that the Town is not in breach of its representations, warranties, covenants or agreements contained in this Agreement in any material respect. Such termination shall be effective 30 days after the Town gives notice of termination to FrontStreet. Upon any such termination, the transactions contemplated by this Agreement shall be abandoned, and the Parties shall have no further rights or obligations with respect thereto, subject to Section 10(b).

(b) Notices. Any notice, consent or other communication given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given (i) when delivered by hand, (ii) when sent by fax (with receipt confirmed), provided that a copy is promptly thereafter mailed in the United States by first class postage-prepaid registered or certified mail, return receipt requested, (iii) when received by the addressee, if sent by Express Mail, Federal Express, or other overnight express delivery service (receipt requested) or by such other means as the Parties may agree from time to time, or (iv) three business days after being mailed in the United States, by first class postage-prepaid registered or certified mail, return receipt requested; in each case to the appropriate addresses and fax numbers set forth below (or to such other addresses and fax numbers as a Party may designate as to itself by notice to the other Party):

If to the
Town: Town of Johnsbury
P.O. Box 7
North Creek, NY 12853
Attention: William H. Thomas,
Supervisor
Fax: (518) 251-9991

With a copy to:
J. Anthony Jordan, Esq.
Town Attorney, Town of Johnsbury
4 Fisher Street
Greenwich, NY 12834
Fax: (518) 692-1222

If to
FrontStreet: FrontStreet Mountain Development,
LLC
31 Swift's Lane
Darien, CT 06820
Attention: David C. Crikelair
Fax: (203) 656-0937

With a copy to:
Peter A. Kast, Esq.
2975 Westchester Avenue, Suite 415
Purchase, NY 10577
Fax: (914) 701-0808

The attorneys herein identified for the respective parties are hereby authorized to give and receive on behalf of their clients all Notices.

(c) Assignments. Except as set forth below, neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. Either Party may assign this Agreement, without consent, (i) to an affiliate of such Party, and (ii) in connection with any merger, acquisition, reorganization, sale of substantially all the assets or stock of that Party or any similar event. FrontStreet may assign Section 2, without consent, to the legal entity formed to own the hotel that is the subject of the Hotel Approval. Any attempted assignment in derogation of the foregoing shall be null and void.

(d) Integration. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith, and no covenant, representation or condition not expressed in this Agreement shall affect, or be effective to interpret, change or restrict, the express provisions of this Agreement.

(e) Amendments. Neither this Agreement nor any provision thereof may be waived, changed or cancelled except by an instrument in writing.

(f) Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The terms of this Agreement are not intended to confer any rights or remedies thereunder upon, and shall not be enforceable by, any person or entity other than the Parties, their successors and permitted assigns, and the persons and entities indemnified under Section 6 hereof.

(g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(h) Waiver. No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition thereof or to exercise any right or remedy consequent upon a breach of such or any other covenant, agreement, term or condition shall operate as a waiver of such or any other covenant, agreement, term or condition of this Agreement. No waiver shall affect or alter the remainder of this Agreement and each and every covenant, agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any Party shall not preclude or waive its right to exercise any or all other rights or remedies.

(i) Counterparts. This Agreement may be executed by the Parties in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. All signatures need not be on the same counterpart.

(j) Severability. To the extent permitted by applicable law or regulation, each provision of this Agreement shall be considered separable and if for any reason any provision or provisions thereof are determined to be invalid and contrary to any applicable law or regulation, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

(k) Effectiveness of Agreement. Notwithstanding anything contained herein to the contrary, the Town shall have no rights and obligations under this Agreement until the satisfaction of all requirements of Town Law §§ 64(2), 90 and 91, including those provisions of New York state law referenced therein, as they apply to each of the conveyances of real property provided for in this Agreement. The Town shall use reasonable efforts to obtain the satisfaction of such requirements promptly after date of this Agreement.

9. Further Assurances. Each Party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Agreement.

10. Survival.

(a) Closings. The agreements, obligations, liabilities, representations or warranties of the Parties set forth in this Agreement shall not survive the Closings, except for Sections 1(c), 2(c), 3(e), 4, 5, 6, 8(b), 9, 16(f), 18(e), 19(b)(i)(B), and 20, which shall survive each applicable Closing in accordance with their terms.

(b) Termination. The agreements, obligations, liabilities, representations or warranties of the Parties set forth in this Agreement shall not survive the termination of this Agreement pursuant to Section 8(a), except for (i) those Sections that survive pursuant to Section 10(a) respecting Closings that have occurred prior to the date of termination, and (ii) Sections 4, 5, and 6, which shall all survive such termination in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TOWN OF JOHNSBURG

By: _____
Name:
Title:

**FRONTSTREET MOUNTAIN
DEVELOPMENT, LLC**

By: _____
Name:
Title:

RIDER 1

11. Definitions. As used in this Rider 1, the following terms shall have the following meanings:

(a) "Acquirer" means the Town with respect to the Ski Trail Parcel, and FrontStreet with respect to Parcel A, Parcel B and Parcel C, as applicable.

(b) "Closing" means each of the following, as applicable: (i) with respect to the Ski Trail Parcel and Parcel A, the Ski Trail Closing, (ii) with respect to Parcel B, the Parcel B Closing, and (iii) with respect to Parcel C, the Parcel C Closing.

(c) "Premises" means the Ski Trail Parcel, Parcel A, Parcel B and Parcel C, as applicable.

(d) "Transferor" means the Town with respect to Parcel A, Parcel B and Parcel C, and FrontStreet with respect to the Ski Trail Parcel, as applicable.

12. Premises.

(a) Ancillary Rights. The Premises shall be conveyed together with Transferor's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Transferor to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway.

(b) Personal Property. The conveyance of the Premises shall not include fixtures or articles of personal property.

(c) Condition of Premises. Except as otherwise specifically set forth herein, Acquirer shall accept the Premises "as is," with all faults and in its condition as of the date of this Agreement, subject to reasonable normal use, wear and tear between the date of this Agreement and the Closing, without any compensation for any change in such condition by reason thereof subsequent to the date of this Agreement. Acquirer has not been induced by and has not relied upon any representation, warranty or statement, whether express or implied, made by Transferor or any agent, employee or other representative of Transferor or any other person representing or purporting to represent Transferor, which are not expressly set forth in this Agreement, whether or not any such representations, warranties or statements were made in writing or orally. Acquirer agrees to accept the Premises in the condition set forth in the first sentence of this subsection (c) and shall assume the risk of any adverse physical conditions that may not have been revealed by Acquirer's investigation of the Premises prior to the Closing, provided the same were not knowingly concealed by Transferor.

13. Title Matters.

(a) Insurable Title. Transferor shall give and Acquirer shall accept such title to the Premises as any reputable title insurance company licensed in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this Agreement.

(b) Permitted Exceptions. Each of the Premises shall be conveyed subject, in each case, to the following (the "Permitted Exceptions"):

(i) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the Premises or their use as of the date of this Agreement;

(ii) Real estate taxes that are a lien, but are not yet due and payable;

(iii) Any state of facts that a survey and/or physical inspection of the Premises may show, except such facts as render title unmarketable;

(iv) Variations between tax lot lines and the record lines of title;

(v) Any covenant, restriction, agreement, utility easement, condition, or declaration of record, if any, provided that the same do not materially interfere with the existing buildings and improvements erected on the Premises or their use as of the date of this Agreement;

(vi) The uses and restrictions on the Premises set forth in this Agreement, as applicable.

14. Title Examination.

(a) Order. Acquirer shall order an examination of title in respect of each Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the determination of the date of the Closing applicable to such Premises. Acquirer shall cause a copy of the foregoing and of any additions or updates thereto to be delivered to the attorney for Transferor promptly after receipt thereof.

(b) Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Transferor, Transferor shall deliver an affidavit at the applicable Closing showing that they are not against Transferor.

15. Governmental Violations and Orders. Transferor shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at the applicable Closing. Transferor shall furnish Acquirer with any authorizations necessary to make the searches that could disclose these matters

16. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned for each of the Premises as of midnight of the day before the day of the applicable Closing: (i) taxes, water charges and sewer rents on the basis of the fiscal period for which assessed; and (ii) fuel.

(b) If the applicable Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal

period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Transferor shall furnish a reading to a date not more than 30 days before the applicable Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of the applicable Closing, the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this Agreement all the unpaid installments shall be considered due and shall be paid by Transferor at or prior to the applicable Closing.

(e) Payments representing the amount of the apportionments and adjustments shall be made at the applicable Closing.

(f) Any errors or omissions in computing apportionments or other adjustments at a Closing shall be corrected within a reasonable time following such Closing. This subsection shall survive such Closing.

17. Pre-Closing Covenants. During the duration of this Agreement and until the applicable Closing or termination of this Agreement, whichever is earlier, Transferor shall continue to operate and maintain the Premises in substantially the same manner as the Premises are operated and managed on the date of this Agreement.

18. Representations and Warranties Regarding the Premises. Transferor represents and warrants to Acquirer that:

(a) Transferor is the sole owner of the Premises and has the full right, power and authority to convey and transfer the same in accordance with the terms of this Agreement.

(b) There are no leases or rights of occupancy affecting the Premises.

(c) Transferor has received no notice from any city, county, state or federal authority of (i) any pending or contemplated condemnation or eminent domain proceedings affecting all or any portion of the Premises, (ii) any change or proposed change of zoning affecting all or any portion of the Premises (except in connection with APA Development Approval, Ski Lift Approval or Hotel Approval, as applicable), (iii) any pending assessment affecting all or any portion of the Premises or (iv) any violation of law or ordinance affecting all or any portion of the Premises.

(d) There is no litigation pending or threatened with respect to the use, ownership or occupancy of the Premises. Transferor shall promptly notify Acquirer of any such litigation of which Transferor becomes aware prior to the date of the applicable Closing.

(e) Except with respect to Parcel C, Transferor has not used, stored, generated, disposed of or introduced (or caused to be used, stored, generated, disposed of or introduced), nor, to the best of Transferor's knowledge, has there been used, stored, generated, disposed of or introduced by or on behalf of any party other than Transferor, any pollutant, contaminant, waste or chemical, toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics including, without limitation, petroleum, or any by-products, fractions or derivatives thereof, asbestos or asbestos - containing materials, radon,

polychlorinated biphenyls ("PCB") and PCB – containing equipment and any substance, waste or material ("Hazardous Substances") regulated under any federal, state, county, municipal or local law, rule, regulation, judgment, order, decree, permit or governmental restriction in effect relating to the environment, human health or safety or Hazardous Substances ("Environmental Laws") on or under the Premises. To the best of Transferor's knowledge, there are no pending matters, cases or investigations by or before any governmental agencies with respect to the use, storage, generation, disposal or presence of Hazardous Substances on or under the Premises (including Parcel C). The representations and warranties of Transferor contained in Section 18(e) with respect to the Premises shall survive the Closing applicable to such Premises for a period of two (2) years from and after the date of such Closing.

19. Closing Matters.

(a) Conditions to Each Closing.

(i) Transferor. The obligation of Transferor to consummate the transactions contemplated to occur at each Closing shall be subject to the satisfaction of the following conditions precedent on and as of the date of such Closing:

(A) APA Development Approval and Ski Lift Approval in the case of the Ski Trail Closing;

(B) Hotel Approval in the case of the Parcel B Closing;

(C) all representations and warranties of Acquirer contained in Section 5, and in Section 18 concerning the Premises and the other matters that are the subject of such Closing, shall have been true in all material respects as of the date made and as of the date of such Closing, and Acquirer shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by Acquirer prior to or at such Closing with respect to the transactions to occur at such Closing; and

(D) receipt by Transferor of all documents and deliveries from Acquirer as provided in Section 19(b)(ii) of this Agreement with respect to such Closing.

(ii) Acquirer. The obligation of Acquirer to consummate the transactions contemplated to occur at each Closing shall be subject to the satisfaction of the following conditions precedent on and as of the date of such Closing:

(A) APA Development Approval and Ski Lift Approval in the case of the Ski Trail Closing;

(B) Hotel Approval in the case of the Parcel B Closing;

(C) all representations and warranties of Transferor (x) contained in Section 5 and in Section 18 concerning the Premises and the other matters that are the subject of such Closing, shall have been true in all material respects as of the date made and as of the date of such Closing, and Transferor shall have performed and complied in all material respects with all covenants, agreements

and obligations required by this Agreement to be performed or complied with by Transferor prior to or at such Closing with respect to the transactions to occur at such Closing; and

(D) receipt by Acquirer of all documents and deliveries from Transferor as provided in Section 19(b)(i) of this Agreement with respect to such Closing.

(iii) Separate Closings. The completion of one Closing is not a condition to the completion of any other Closing.

(b) Actions at Each Closing.

(i) By Transferor. At each Closing, Transferor shall deliver to Acquirer the following duly-executed (and acknowledged, where required) documents and other items:

(A) a bargain and sale deed with covenants against grantor's acts, in proper statutory short form for recording, duly executed and acknowledged, so as to convey to Acquirer fee simple title to the applicable Premises, free of all encumbrances, except as otherwise herein stated; the deed shall contain a metes and bounds description of the land as insured by Acquirer's title company. The deed shall contain a covenant by Transferor as required by subd. 5 of Section 13 of the Lien Law;

(B) a wire or a certified or bank check (as required by Acquirer's Title Company) to the order of Acquirer's title company (or the applicable governmental authority) for an amount equal to all applicable real estate transfer tax due upon the delivery of the deed, and copies of any required transfer tax returns therefor executed by Transferor (the obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive such Closing);

(C) copies of any applicable bills and invoices required for the apportionments referred to in Section 16 of this Agreement for the applicable Premises;

(D) a certificate stating that Transferor is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the I.R.S.;

(E) any other documents or deliveries required by this Agreement for such Closing or which may be reasonably required by Acquirer's Title Company;

(F) possession of the applicable Premises, free and clear of all property and tenants and other occupants and otherwise in the condition required by this Agreement; and

(G) a certificate of Transferor confirming satisfaction of the conditions set forth in Section 19(a)(i)(C).

(ii) By Acquirer. At each Closing, Acquirer shall deliver to Transferor the following duly-executed (and acknowledged, where required) documents and other items:

(A) copies of any required transfer tax returns for the applicable Premises executed by Acquirer;

(B) any other documents or deliveries required by this Agreement for such Closing or which may be reasonably required by Acquirer's Title Company; and

(C) a certificate of Acquirer confirming satisfaction of the conditions set forth in Section 19(a)(ii)(C).

20. Costs and Expenses. Acquirer shall pay the costs of Acquirer's title search, title insurance, recording fees, and the fees of Acquirer's attorneys. Transferor shall pay all State and local transfer taxes, the costs of discharging any lien or encumbrance (other than Permitted Exceptions) that Transferor is obligated to discharge hereunder, and the fees and expenses of Transferor's attorneys. FrontStreet shall pay the costs of updating or obtaining a new survey for each of the Premises. The provisions of this Section shall survive the applicable Closing.

21. Risk of Loss. In the event of fire or other casualty loss or condemnation before any Closing, the provisions of New York General Obligation Law Section 5-1311, shall apply; provided that any rights of termination that may arise pursuant to such statute shall be limited as follows: a loss or condemnation with respect to any Premises shall not in any event give rise to the termination of this Agreement in its entirety, but only of the Closing applicable to such Premises.

22. Access. Acquirer and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Transferor, to inspect the Premises before the Closing applicable thereto.

23. Acceptable Funds. All money payable under this Agreement, unless otherwise specified, shall be paid by wire transfer to one or more accounts designated by each Party.

SCHEDULE 1

Ski Trail Parcel Description

Property labeled "Trail 1", Trail 2", Trail 3", Trail 4", Trail 5", Trail 6", Trail 7", and "Trail 8" on the "Map of Survey Showing Ski Trails & Parcels A, B & C of the Lands of FrontStreet Mountain Development, LLC" dated April 25, 2005, and prepared by W.J. Rourke Associates, Licensed Land Surveyor, 10264 Saratoga Road, South Glens Falls, NY 12803", attached hereto as Exhibit V.

SCHEDULE 2

Parcel A Description

Property labeled "TO BE CONVEYED FROM THE TOWN OF JOHNSBURG, PARCEL A, 4.147 ± AC." on the "Map of Survey Showing Ski Trails & Parcels A, B & C of the Lands of FrontStreet Mountain Development, LLC" dated April 25, 2005, and prepared by W.J. Rourke Associates, Licensed Land Surveyor, 10264 Saratoga Road, South Glens Falls, NY 12803", attached hereto as Exhibit V.

SCHEDULE 3

Parcel B Description

Property labeled "TO BE CONVEYED FROM THE TOWN OF JOHNSBURG, PARCEL B, 4.400 ± AC." on the "Map of Survey Showing Ski Trails & Parcels A, B & C of the Lands of FrontStreet Mountain Development, LLC" dated April 25, 2005, and prepared by W.J. Rourke Associates, Licensed Land Surveyor, 10264 Saratoga Road, South Glens Falls, NY 12803", attached hereto as Exhibit V.

SCHEDULE 4

Parcel C Description

Property labeled "TO BE CONVEYED FROM THE TOWN OF JOHNSBURG, PARCEL C, 8.206 ± AC.." on the "Map of Survey Showing Ski Trails & Parcels A, B & C of the Lands of FrontStreet Mountain Development, LLC" dated April 25, 2005, and prepared by W.J. Rourke Associates, Licensed Land Surveyor, 10264 Saratoga Road, South Glens Falls, NY 12803", attached hereto as Exhibit V.

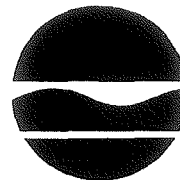
**New York State Department of Environmental Conservation
Division of Fish, Wildlife & Marine Resources**

New York Natural Heritage Program

625 Broadway, 5th floor, Albany, New York 12233-4757

Phone: (518) 402-8935 • **FAX:** (518) 402-8925

Website: www.dec.state.ny.



Erin M. Crotty
Commissioner

May 11, 2005

RECEIVED

MAY 12 2005

The LA Group

Tracy Miller
the LA Group
40 Long Alley
Saratoga Springs, NY 12866

Dear Mr. Miller:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to an Environmental Assessment for the proposed Trail Expansion and Ski Area Improvements for Gore Mountain UMP Amendment - 4,067 acre site - area as indicated on the map you provided, located in the Town of North Creek, Warren County.

Enclosed is a report of rare or state-listed animals and plants, significant natural communities, and other significant habitats, which our databases indicate occur, or may occur, on your site or in the immediate vicinity of your site. The information contained in this report is considered sensitive and may not be released to the public without permission from the New York Natural Heritage Program.

The presence of rare species may result in this project requiring additional permits, permit conditions, or review. For further guidance, and for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the appropriate NYS DEC Regional Office, Division of Environmental Permits, at the enclosed address.

For most sites, comprehensive field surveys have not been conducted; the enclosed report only includes records from our databases. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environment impact assessment.

Our databases are continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

Sincerely,

Heidi Krahling
Heidi J. Krahling, Information Services
NY Natural Heritage Program

Encs.

cc: Reg. 5, Wildlife Mgr.
Reg. 5, Fisheries Mgr.
Peter Nye, Endangered Species Unit, Albany

Natural Heritage Report on Rare Species and Ecological Communities

NYNHP SITE #687

NY Natural Heritage Program, NYS DEC, 625 Broadway, 5th Floor, Albany,
NY 12233-4757
(518) 402-8935



* Location displayed on map

~This report contains **SENSITIVE** information that may not be released to the public without permission from the NY Natural Heritage Program.

~Refer to the User's Guide for explanations of codes, ranks and fields.

~Location maps for certain species and communities may not be provided if 1) the species is vulnerable to disturbance, 2) the location and/or extent is not precisely known, and/or 3) the location and/or extent is too large to display.

DRAGONFLIES

and

DAMSELFLIES

Ophiogomphus anomalus

Office Use

Extra-striped Snaketail

NY Legal Status: Unlisted, Special Concern

NYS Rank: ; Critically imperiled

9207

Global Rank: ; Vulnerable

Last Report: **

EO Rank: **

ESU

County: Warren, Saratoga

Town:

Location: Upper Hudson River

Directions: Exuviae have been found along a stretch of the Hudson River which extends from approximately 1 mile north of Lake Luzerne (reached by River Road on the east side of the river at Lake Luzerne) north to near where Raymond Brook enters the Hudson River approx

General Quality and Habitat: **For information on the population at this location and management considerations, please contact the NYS DEC Regional Wildlife Manager or NYS DEC Endangered Species Unit at 518-402-8859.

COMMUNITIES

Vernal pool

Office Use

This occurrence of Vernal Pool is considered significant from a statewide perspective by the NY Natural Heritage Program. It is either an occurrence of a community type that is rare in the state or a high quality example of a more common community type. By meeting specific, documented significance criteria, the NY Natural Heritage Program considers this occurrence to have high ecological and conservation value.

NY Legal Status: Unlisted

NYS Rank: ;

4559

Global Rank: ;

Last Report: 1997-05-07

County: Warren

Town:

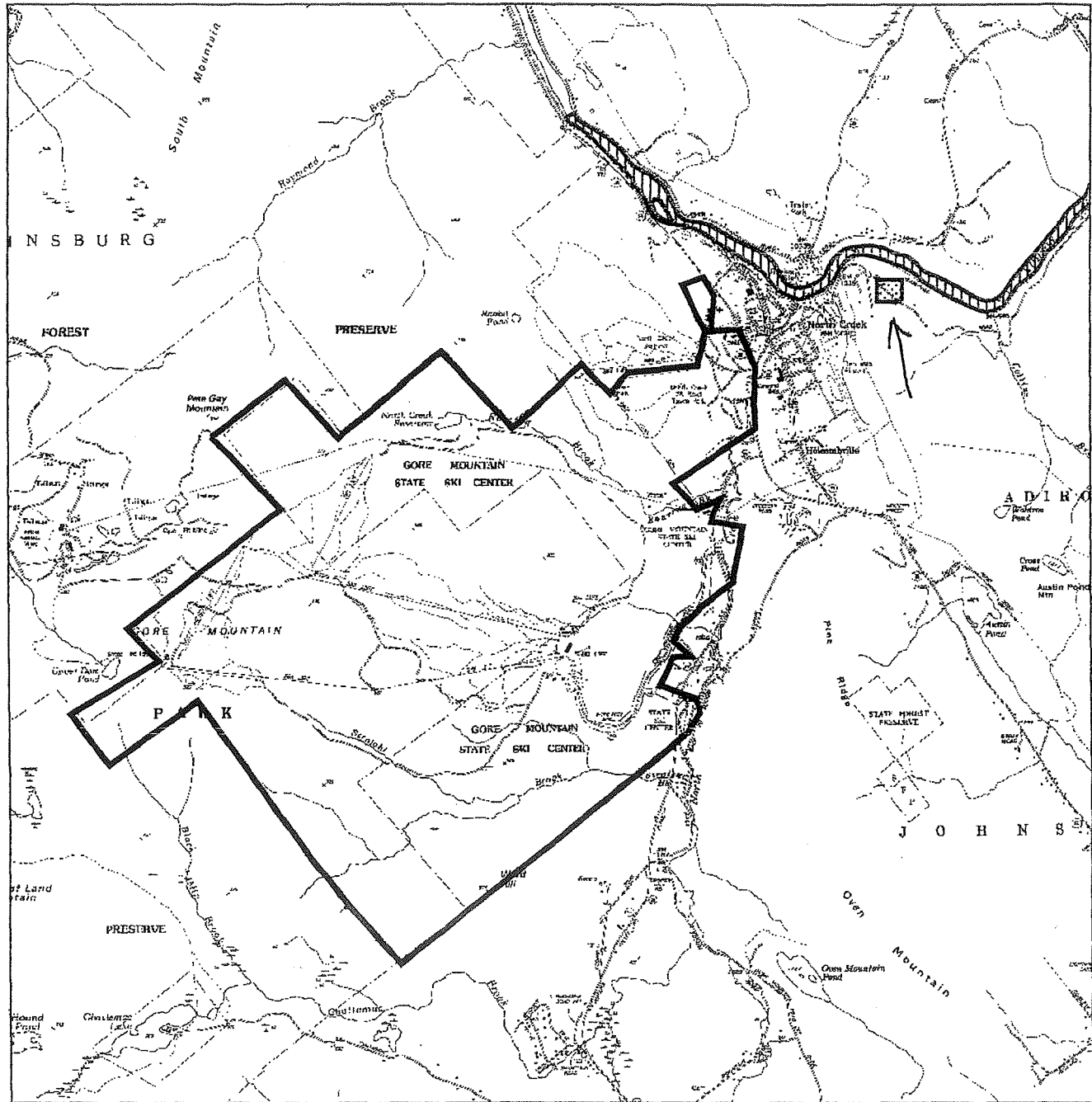
Location: River Road North Creek

Directions: East of Village of North Creek, just northeast of River Road and south of Hudson River. About 0.7 miles ENE of the junction of Route 28 and Route 28N.

General Quality and Habitat: Very large, essentially undisturbed, closely linked complex of pools with excellent faunal diversity. In an intact landscape with scattered displacements. Large vernal flooded pool complex in a small swamp on a sandy terrace well elevated above the Hudson River in the eastern Adirondack foothills. The pool is bounded by the hummocks of a northern white cedar swamp which overlaps with the community. Very small patches of shrub swamp are associated. The swamp is surrounded by upland forests in a small roadless landscape block.

Natural Heritage Map of Rare Species and Ecological Communities

Prepared May 3, 2005 by NY Natural Heritage Program, NYS DEC, Albany, New York



PROJECT SITE (NYNHP SITE #687)

New York Natural Heritage Program Database Records*

Scale: 1:50000

Plant

0.5 0 0.5 Miles

Animal

Animal Concentration Area

Community

* The locations that are displayed are considered sensitive and cannot be released to the public without permission. We do not provide map locations for all records. Please see report for details.



USERS GUIDE TO NY NATURAL HERITAGE DATA

New York Natural Heritage Program, 625 Broadway, 5th Floor, Albany, NY 12233-4757 phone: (518) 402-8935

NATURAL HERITAGE PROGRAM: The NY Natural Heritage Program is a partnership between the NYS Department of Environmental Conservation (NYS DEC) and The Nature Conservancy. Our mission is to enable and enhance conservation of rare animals, rare plants, and significant communities. We accomplish this mission by combining thorough field inventories, scientific analyses, expert interpretation, and the most comprehensive database on New York's distinctive biodiversity to deliver the highest quality information for natural resource planning, protection, and management.

DATA SENSITIVITY: The data provided in the report are ecologically sensitive and should be treated in a sensitive manner. The report is for your in-house use and should not be released, distributed or incorporated in a public document without prior permission from the Natural Heritage Program.

EO RANK: A letter code for the quality of the occurrence of the rare species or significant natural community, based on population size or area, condition, and landscape context.

- A-E = Extant: A=Excellent, B=Good, C=Fair, D=Poor, E=Extant but with insufficient data to assign a rank of A-D.
- F = Failed to find. Did not locate species during a limited search, but habitat is still there and further field work is justified.
- H = Historical. Historical occurrence without any recent field information.
- X = Extirpated. Field/other data indicates element/habitat is destroyed and the element no longer exists at this location.
- U = Extant/Historical status uncertain.
- Blank = Not assigned.

LAST REPORT: The date that the rare species or significant natural community was last observed at this location, as documented in the Natural Heritage databases. The format is most often YYYY-MM-DD.

NY LEGAL STATUS – Animals:

Categories of Endangered and Threatened species are defined in New York State Environmental Conservation Law section 11-0535. Endangered, Threatened, and Special Concern species are listed in regulation 6NYCRR 182.5.

E - Endangered Species: any species which meet one of the following criteria:

- Any native species in imminent danger of extirpation or extinction in New York.
- Any species listed as endangered by the United States Department of the Interior, as enumerated in the Code of Federal Regulations 50 CFR 17.11.

T - Threatened Species: any species which meet one of the following criteria:

- Any native species likely to become an endangered species within the foreseeable future in NY.
- Any species listed as threatened by the U.S. Department of the Interior, as enumerated in the Code of the Federal Regulations 50 CFR 17.11.

SC - Special Concern Species: those species which are not yet recognized as endangered or threatened, but for which documented concern exists for their continued welfare in New York. Unlike the first two categories, species of special concern receive no additional legal protection under Environmental Conservation Law section 11-0535 (Endangered and Threatened Species).

P - Protected Wildlife (defined in Environmental Conservation Law section 11-0103): wild game, protected wild birds, and endangered species of wildlife.

U - Unprotected (defined in Environmental Conservation Law section 11-0103): the species may be taken at any time without limit; however a license to take may be required.

G - Game (defined in Environmental Conservation Law section 11-0103): any of a variety of big game or small game species as stated in the Environmental Conservation Law; many normally have an open season for at least part of the year, and are protected at other times.

NY LEGAL STATUS – Plants:

The following categories are defined in regulation 6NYCRR part 193.3 and apply to NYS Environmental Conservation Law section 9- 1503.

E - Endangered Species: listed species are those with:

- 5 or fewer extant sites, or
- fewer than 1,000 individuals, or
- restricted to fewer than 4 U.S.G.S. 7 ½ minute topographical maps, or
- species listed as endangered by U.S. Department of Interior, as enumerated in Code of Federal Regulations 50 CFR 17.11.

T - Threatened: listed species are those with:

- 6 to fewer than 20 extant sites, or
- 1,000 to fewer than 3,000 individuals, or
- restricted to not less than 4 or more than 7 U.S.G.S. 7 and ½ minute topographical maps, or
- listed as threatened by U.S. Department of Interior, as enumerated in Code of Federal Regulations 50 CFR 17.11.

R - Rare: listed species have:

- 20 to 35 extant sites, or
- 3,000 to 5,000 individuals statewide.

continued on back

- v - Exploitably vulnerable: listed species are likely to become threatened in the near future throughout all or a significant portion of their range within the state if causal factors continue unchecked.
- U - Unprotected; no state status.

FEDERAL STATUS (PLANTS and ANIMALS): The categories of federal status are defined by the United States Department of the Interior as part of the 1974 Endangered Species Act (see Code of Federal Regulations 50 CFR 17). The species listed under this law are enumerated in the Federal Register vol. 50, no. 188, pp. 39526 - 39527. The codes below without parentheses are those used in the Federal Register. The codes below in parentheses are created by Heritage to deal with species which have different listings in different parts of their range, and/or different listings for different subspecies or varieties.

(blank) = No Federal Endangered Species Act status.

LE = The element is formally listed as endangered.

LT = The element is formally listed as threatened.

PE = The element is proposed as endangered.

PT = The element is proposed as threatened.

C = The element is a candidate for listing.

LE,LT = The species is formally listed as endangered in part of its range, and as threatened in the other part; or, one or more subspecies or varieties is listed as endangered, and the others are listed as threatened.

LT,PDL = Populations of the species in New York are formally listed as threatened, and proposed for delisting.

(LE) = If the element is a full species, all subspecies or varieties are listed as endangered; if the element is a subspecies, the full species is listed as endangered.

LT,T(S/A) = One or more subspecies or populations of the species is formally listed as threatened, and the others are treated as threatened because of similarity of appearance to the listed threatened subspecies or populations.

PS = Partial status: the species is listed in parts of its range and not in others; or, one or more subspecies or varieties is listed, while the others are not listed.

GLOBAL AND STATE RANKS (animals, plants, ecological communities and others): Each element has a global and state rank as determined by the NY Natural Heritage Program. These ranks carry no legal weight. The global rank reflects the rarity of the element throughout the world and the state rank reflects the rarity within New York State. Intraspecific taxa are also assigned a taxon rank to reflect the infraspecific taxon's rank throughout the world. ? = Indicates a question exists about the rank. Range ranks, e.g. S1S2, indicate not enough information is available to distinguish between two ranks.

GLOBAL RANK:

- G1 - Critically imperiled globally because of extreme rarity (5 or fewer occurrences), or very few remaining acres, or miles of stream) or especially vulnerable to extinction because of some factor of its biology.
- G2 - Imperiled globally because of rarity (6 - 20 occurrences, or few remaining acres, or miles of stream) or very vulnerable to extinction throughout its range because of other factors.
- G3 - Either rare and local throughout its range (21 to 100 occurrences), or found locally (even abundantly at some of its locations) in a restricted range (e.g. a physiographic region), or vulnerable to extinction throughout its range because of other factors.
- G4 - Apparently secure globally, though it may be quite rare in parts of its range, especially at the periphery.
- G5 - Demonstrably secure globally, though it may be quite rare in parts of its range, especially at the periphery.
- GH - Historically known, with the expectation that it might be rediscovered.
- GX - Species believed to be extinct.

NYS RANK:

- S1 - Typically 5 or fewer occurrences, very few remaining individuals, acres, or miles of stream, or some factor of its biology making it especially vulnerable in New York State.
- S2 - Typically 6 to 20 occurrences, few remaining individuals, acres, or miles of stream, or factors demonstrably making it very vulnerable in New York State.
- S3 - Typically 21 to 100 occurrences, limited acreage, or miles of stream in New York State.
- S4 - Apparently secure in New York State.
- S5 - Demonstrably secure in New York State.
- SH - Historically known from New York State, but not seen in the past 15 years.
- SX - Apparently extirpated from New York State.
- SZ - Present in New York State only as a transient migrant.

SxB and SxN, where Sx is one of the codes above, are used for migratory animals, and refer to the rarity within New York State of the breeding (B) populations and the non-breeding populations (N), respectively, of the species.

TAXON (T) RANK: The T-ranks (T1 - T5) are defined the same way as the Global ranks (G1 - G5), but the T-rank refers only to the rarity of the subspecific taxon.

T1 through T5 - See Global Rank definitions above.

Q - Indicates a question exists whether or not the taxon is a good taxonomic entity.

APPENDIX 3

VISUAL ANALYSIS

1. VISUAL RESOURCE INVENTORY & IMPACT ASSESSEMENT

1.1 METHODOLOGY

The following is a discussion of the visual resource inventory and impact assessment performed for the new actions proposed in the 2005 Gore Mountain Ski Center UMP amendment (the project). The inventory was conducted in April and May 2005 from surrounding roadways and other public vantage points. The inventory includes identification of viewpoints within a five-mile radius from which the project may be visible, as well as viewshed analyses, and impact assessments for representative viewpoints.

Visual impact is assessed in terms of the anticipated change in visual resources, including whether there would be a change in character or quality of the view with respect to significant scenic and aesthetic resources.

1.2 POTENTIAL IMPACTS

The proposed project is located in the Town of Johnsburg, Warren County, New York, and is entirely within the Adirondack Park. Much of the surrounding area is heavily wooded and sparsely developed to undeveloped. The ski area is partially visible from local roadways: clearly at times, but frequently filtered by topography and mature trees.

1.2.1 Regional and Local Landscape

Landscape character is largely determined by the topography, land use, vegetation and water features that contribute to area views. In terms of climatic, geological, ecological, and spatial characteristics, the Adirondack Park can be considered a single regional landscape, and thus the study area is entirely within this single regional landscape.

The Gore Mountain Ski Center land is classified under the Adirondack Park State Land Master Plan as an "Intensive Use Area." The Plan provides guidance so that recreational development in Intensive Use Areas remains in a setting and scale in harmony with the relatively wild and undeveloped character of the Adirondack Park.

1.2.2 NYSDEC Visual Policy Resource Inventory

This section addresses an inventory of visual resources located within the project study area (i.e. within a five-mile radius of the project site) in accordance with the NYSDEC Visual Resources Assessment Policy (NYS DEC Program Policy DEP-00-2). See Figure 1, "Zone of Potential Visibility with Vegetation."

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1) *A property on or eligible for inclusion in the National or State Register of Historic Places*

There are two National Register Sites located within the project study area. These sites are:

- The Adirondack Forest Preserve: the project site is located entirely within the Preserve.
- The North Creek Railroad Depot Museum, Railroad Place, North Creek: located approximately one to two miles northeast of the project site.

2) *State Parks*

The project site is located entirely within New York State's Adirondack Park.

3) *Urban Cultural Parks*

[The State Heritage Areas program has replaced the Urban Cultural Parks program.]

There are no State Heritage Areas located within the project study area.

4) *The State Forest Preserve*

The project site is located entirely within the Adirondack Park Forest Preserve. Much of the surrounding lands to the north and west are also within the Forest Preserve. The ski area is bordered to the north by state lands classified as "Wild Forest" under the Adirondack Park State Land Use Master Plan. The Siamese Ponds Wilderness area adjoins the property to the west. Within the Forest Preserve, the project site is located within a State designated "intensive use area."

5) *National Wildlife Refuges, State Game Refuges, or State Wildlife Management Areas*

No such areas are located with the project study area.

6) *National Natural Landmarks*

There are no National Natural Landmarks located within the project study area.

7) *The National Park System, Recreation Areas, Seashores, Forests*

There are no National Park System recreation areas, seashores, or forest within the project study area.

8) *Rivers designated as National or State Wild, Scenic or Recreational*

The Hudson River is a State designated recreational river within the study area. The river is designated as recreational from approximately six mile upgradient of the mouth of North Creek downgradient to Lake Luzerne.

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- 9) *A site, area, lake, reservoir or highway designated or eligible for designation as scenic*

The Central Adirondack Trail (Rt. 28) and the Roosevelt-Marcy By-way (including the North Creek Railroad Depot Museum) are located within the study area.

- 10) *Scenic Areas of Statewide Significance*

No Scenic Areas of Statewide Significance (SASS) are located within the project study area. New York State's six SASS areas are located within the Hudson Valley Region of southeastern NY.

- 11) *A State or federally designated trail, or one proposed for designation*

There are New York State DEC hiking trails throughout the Adirondack Park, including trails within the study area. The Schaefer Trail is a 4.5-mile long trail that loops around the ski center at Gore Mountain, making use of some of the ski trails, as it climbs to the mountain's summit. The Trail crisscrosses parts of the project site.

As part of the Vanderwacker Mountain Wild Forest Final Unit Management Plan, NYSDEC has proposed construction of a hiking trail to Moxham Mountain. Moxham Mountain is located approximately four miles to the north/northeast of the ski area. Its southern face, looking toward Gore Mountain, consists of steep cliffs and an exfoliated dome. The ski trails on the northern portion of the existing ski area, as well as the proposed ski trails on the northern and eastern expansion areas, will be visible from the summit of Moxham Mountain on clear days.

- 12) *Adirondack Park Scenic Vistas*

There is one scenic vista located within the project study area. It is located on Peaceful Valley Road, to the north of the crossroads at Sodom. The project site, however, is not visible from the scenic vista point- the view is of the peaks to the north/northeast, and the project is located to the west.

- 13) *State Nature and Historic Preserve Areas*

There are no State Nature or Historic Preserve Areas located within the project study area.

- 14) *Palisades Park*

Palisades Park is located in southeastern New York State, far outside the project area.

- 15) *Bond Act Properties purchased under Exceptional Scenic Beauty or Open Space category*

There are no Bond Act Properties purchased under Exceptional Scenic Beauty or Open Space category within the project area.

1.2.3 Additional Visual Resources

Table 1 lists the visual resources identified above as part of NYSDEC's Visual Resources Assessment policy, as well as listing visual resources that were identified as part of the overall visual impact assessment.

TABLE 1. Visual Resources and Potential Viewpoints within the Study Area

Viewpoint ID #	Description	Land Use	Significance	Viewers	Potential Visibility	Selected Viewpoint
1	Johnsburg Central School	Institutional		Local	Trails and lift equip.	Simulation
2	Junction 28N & Main St., North Creek	Business/residential		Local/ Recreation/ Motorist	Trails and lift equip.	
3	North Creek Cemetery	Institutional		Local	Trails and lift equip.	
4	Rt. 28, north of Junction of 28 & 28N	Highway corridor		Local/ Motorist	Trails and lift equip.	
5	North Creek Railroad Station Complex	Recreation	NRHP	Local/ Recreation	Trails and lift equip.	
6	Ski Bowl Complex	Recreation		Local/ Recreation	Trails and lift equip.	
7	Roadside, Main St., south of Holcombville	Residential		Local/ Motorist	Trails and lift equip.	
8	Union Cemetery	Institutional		Local	Trails and lift equip.	
9	Austin Pond	Residential/ Recreation		Local/ Recreation	Trails and lift equip.	
10	Windover Lake	Recreation		Local/ Recreation/ Motorist	Trails and lift equip.	
11 and 11a	<i>The Summit at Gore Mountain</i>	Residential		Residential	Trails and lift equip.	
12	Rt 28N, approaching from north toward North Creek	Highway Corridor		Motorist/ Local	Trails and lift equip. (Sporadic views)	
13	Rt 28N, bridge over Hudson into North Creek	Highway		Motorist/ Local/ possibly from river?	Some lift equip., possibly some trails	Simulation
14	Rt 28, approaching from south into North Creek	Highway Corridor	Scenic By-way	Motorist Local	Trails and lift equip.	Simulation
**	Adirondack Forest Preserve		NRHP	Recreation/ Local/ Motorist		
NRHP- National Register Historic Places						

1.2.4 Viewpoint Selection Process

The viewpoint selection process included: 1) identification of existing visual resources within the five-mile radius study area surrounding the project site; 2) determination of potential project visibility from each location identified; and 3) evaluation of project visibility for sensitive viewing areas in the project study area in accordance with the NYSDEC visual impact assessment policy.

A field visit was conducted on April 19, 2005 to assist in the determination of potential project visibility from the visual resources identified. Prior to the field visit, three tethered weather balloons were installed above the tree line at pre-selected locations for landscape orientation and viewshed modeling identification purposes. Photographs were taken to document the results of the field visit. Follow up visits (without balloons) were conducted on April 29, 2005 and May 3, 2005 to document additional viewpoints. Selected photos were later used to create photo simulations of the proposed conditions.

1.2.5 Description of Selected Viewpoints

A total of fourteen viewpoints were selected for visual assessment. See Figure 2, "Photo Location Map." These viewpoints provide a comprehensive visual impact assessment from locations near and further removed from the project site, as well as from north, south, and east of the project (the project will not be visible from the west side of the study area, due to topography). Table 1 provides a list of all the inventoried visual resources and potential viewpoints, and indicates land use, scenic or historic significance (if any), viewer group, and extent of potential project visibility. The three viewpoints selected for project simulation are noted on Table 1, and their locations are shown on Figure 2.

1.2.6 Assessment

Location 1	Johnsburg Central School: West side of Main Street; south of village center; located on hill above Main Street. Taken from school parking lot.
GPS coordinates	04/19/05 Visual Survey N 43 41.581 W 073 59.050 04/29/05 Visual Survey N 43 41.596 W 073 59.060

Balloons A and C were visible from this location. Both balloons were visible with the naked eye, but visibility was significantly increased with the use of binoculars.

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Views

Near View	School parking lot and fields.
Middle View	Across school fields to line of pine trees at far edge of property.
Distant View	Gore Mountain ski center, eastern slopes of mountain. No current trails or trail cuts are visible. Tops of lift equipment are visible.

Location 2 Junction of 28N and Main Street, hamlet of North Creek: Northeast corner, looking west; across from Broderick Realty; in front of white house.

GPS coordinates 04/19/05 Visual Survey
 N 43 41.882
 W 73 59.142

Balloons A and C were visible to the naked eye, particularly Balloon C. Visibility of Balloon A increased with the use of binoculars.

Views

Near View	Main Street and Rt. 28N up to Rte 28 intersection.
Middle View	Uphill to Rt. 28, Pine trees across Rte 28.
Distant View	Mountain ridge and eastern slopes of project site.

Location 3 Cemetery: East side of Main Street; on hill; across street from outlet of small road onto Main Street.

GPS coordinates 04/19/05 Visual Survey
 N 43 41.762
 W 73 59.109

Balloons A and C were visible to the naked eye. Visibility increased with the use of binoculars.

Views

Near View	Cemetery and small valley across Main Street; house across street; pine and leafless deciduous trees.
Middle View	Beginning of slope up to Rt. 28.
Distant View	Slope and ridgeline of ski mountain.

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Location 4 Rt. 28, north of junction of 28 & 28N.

GPS coordinates 04/19/05 Visual Survey
N 43 41.904
W 73 59.348

Only Balloon C was visible from this location, possibly because the trees on the west side of Rt. 28 blocked view of Balloon A. Balloon C was clearly visible to the naked eye.

Views

Near View	Rt. 28 and field on west side of road; chain link fence on western edge of field; mature trees to the left of the field of view.
Middle View	Dense line of conifer trees across fields.
Distant View	Ridge where proposed project area will be located, with Balloon C clearly visible at top.

Location 5 North Creek Railroad Museum & Depot

GPS coordinates 04/19/05 Visual Survey
N 43 42.162
W 73 59.338

The only balloon visible from this location was Balloon C. The railway depot is located in a slight depression, on the northern edge of the hamlet center.

Views

Near View	Railway museum driveway up to Main Street; surrounding outbuildings; Main Street.
Middle View	Sand pit across street, trees behind sand pit, hamlet buildings (residential, some commercial).
Distant View	Ridge where proposed ski center will be located.

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Location 6 Ski Bowl complex: Route 28; western side; access road, just within entrance.

GPS coordinates 04/19/05 Visual Survey
N 43 41.640
W 073 59.370

The only balloon visible from this location was Balloon A. Balloon C would have likely been visible if it had not popped.

Views

Near View	Chain link fence; field construction zone (sand piles).
Middle View	Small ski bowl and slope area, still partially snow covered; many dense tree stands.
Distant View	Ridge up to main mountain area.

Location 7 Main Street, south of Holcombville: roadside, approximately 1000 feet east of Rt. 28.

GPS coordinates 04/19/05 Visual Survey
N 43 41.167
W 073. 58.885

Balloon A was faintly visible to the naked eye. Visibility improved significantly with the use of binoculars.

Views

Near View	Street in immediate foreground; slight but steep slope rising on western side of the road; large pine tree on western side of road.
Middle View	Line of birch trees.
Distant View	Ski area: trail cuts (some with snow) and lift equipment.

Location 8 Union Cemetery (Holcombville). West side of Main Street; adjacent to W. Holcomb Street. Top of cemetery slope, to front of west-facing ridge.

GPS coordinates 04/19/05 Visual Survey
N 43 41.313
W 073 59.056

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Balloon A was faintly visible to the naked eye; sunlight angle may have negatively affected visibility. The balloon was clearly visible with binoculars.

Views

Near View	Cemetery; pine and deciduous trees.
Middle View	Valley toward Rt. 28.
Distant View	Ridge and slopes where proposed project area is located.

Location 9 Austin Pond: east side of pond; along dirt road; at a shoreline clearing about 2000 feet in from Rt. 28.

GPS coordinates Not recorded.

Balloon A was visible to the naked eye, and significantly more visible with binoculars.

Views

Near View	Austin pond; opposite shore with small cabin; conifer and deciduous trees.
Middle View	Rt. 28 across the ponds; dense conifer and deciduous woods on opposite side of Rt. 28.
Distant View	Mountain slopes; ridgelines and peaks.

Location 10 Windover Lake: Route 8; roadside pull off; shoreline clearing.

GPS coordinates 04/19/05 Visual Survey
N 43 37.841
W 074 00.592

No balloons were visible from this location, despite the expectation that Balloon C would be visible.

Views

Near View	Grassy clearing on shore; water.
Middle View	Densely forested area across lake; Ward Hill is dominant feature on mid-right.
Distant View	Western and eastern peaks of current ski center; trail cuts, lift equipment and utility cuts; cell tower on western peak.

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Location 11 *The Summit at Gore Mountain:* Off of Rt. 28; Summit Ridge Road across from Buildings M & N parking lot; to immediate right of lamppost and grill.

GPS Coordinates Visual Survey 04/29/05
N 43 41.010
W 73 58.984

Views

Near View	Condo/townhouse roofs.
Middle View	Valley across to Gore Mountain; blue water tank.
Distant View	Slopes of Gore; power line cut and top left trail cut (still has some snow).

Location 11a *The Summit at Gore Mountain:* Entranceway, immediately before pulling on to Rt. 28.

GPS Coordinates Visual Survey 04/29/05
N 43 41.066
W 73 59.017

Views

Near View	Lower visibility than at Location 11. Mostly condo/townhouse roofs and trees.
Middle View	Middle ground blocked by buildings and roofs.
Distant View	Narrow sliver of ridgeline visible in background.

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Location 12 Route 28N: Roadside; 1.2 miles south of Essex County Line; 0.7 miles north of Cobble Creek Road.

GPS Coordinates Visual Survey 05/03/05
 N 43 44.283
 W0 73 57.922

Views

Near View	Field that dips into shallow valley; grasses and shrubs; sand pit to the south.
Middle View	Forest- mixed (deciduous and conifer).
Distant View	Gore mountain: upper slopes and peaks; current higher elevation trails visible; project area somewhat visible.

Location 13 Route 28N: Bridge over Hudson River, at north entrance to Hamlet of North Creek.

GPS Coordinates Visual Survey 05/03/05
 N 43 42.023
 W0 73 58.980

Views

Near View	Hudson River; railroad tracks on south bank.
Middle View	Houses; trees.
Distant View	Gore mountain; ridgeline; project area

Location 14 Route 28: Roadside; across from *The Summit at Gore Mountain* entranceway; southeastern approach to North Creek.

GPS Coordinates Visual Survey 05/03/05
 N 43 41.084
 W0 73 59.021

Views

Near View	Route 28; valley across road.
Middle View	Route 28; valley across road; downward slope and curve of road.
Distant View	Current ski area, project area; power line cut; distant peak.

1.2.7 Visual Impact Assessment Summary

Visual impact is assessed in terms of the anticipated change in visual resources, including whether there would be a change in character or quality of the view with respect to significant scenic and aesthetic resources.

In general, views of the Gore Mountain Ski Area are limited primarily to its southern and eastern exposures. South and Pete Gay Mountains block the views of the ski area from the north and west to large degree.

The ski area is partially visible from local roadways: clearly at times, but frequently filtered by topography and mature trees. The views of Gore Mountain from the south are limited primarily to NY Route 28 just south of Weavertown, and then again near Holcombville; a number of local roadways including Durkin Road, Oven Mountain Road, and Peaceful Valley Road (County Route 29); and sections of NY Route 8, between Weavertown and Bakers Mills. The ski area is also visible from Route 28N, heading south from Olmstedville toward North Creek.

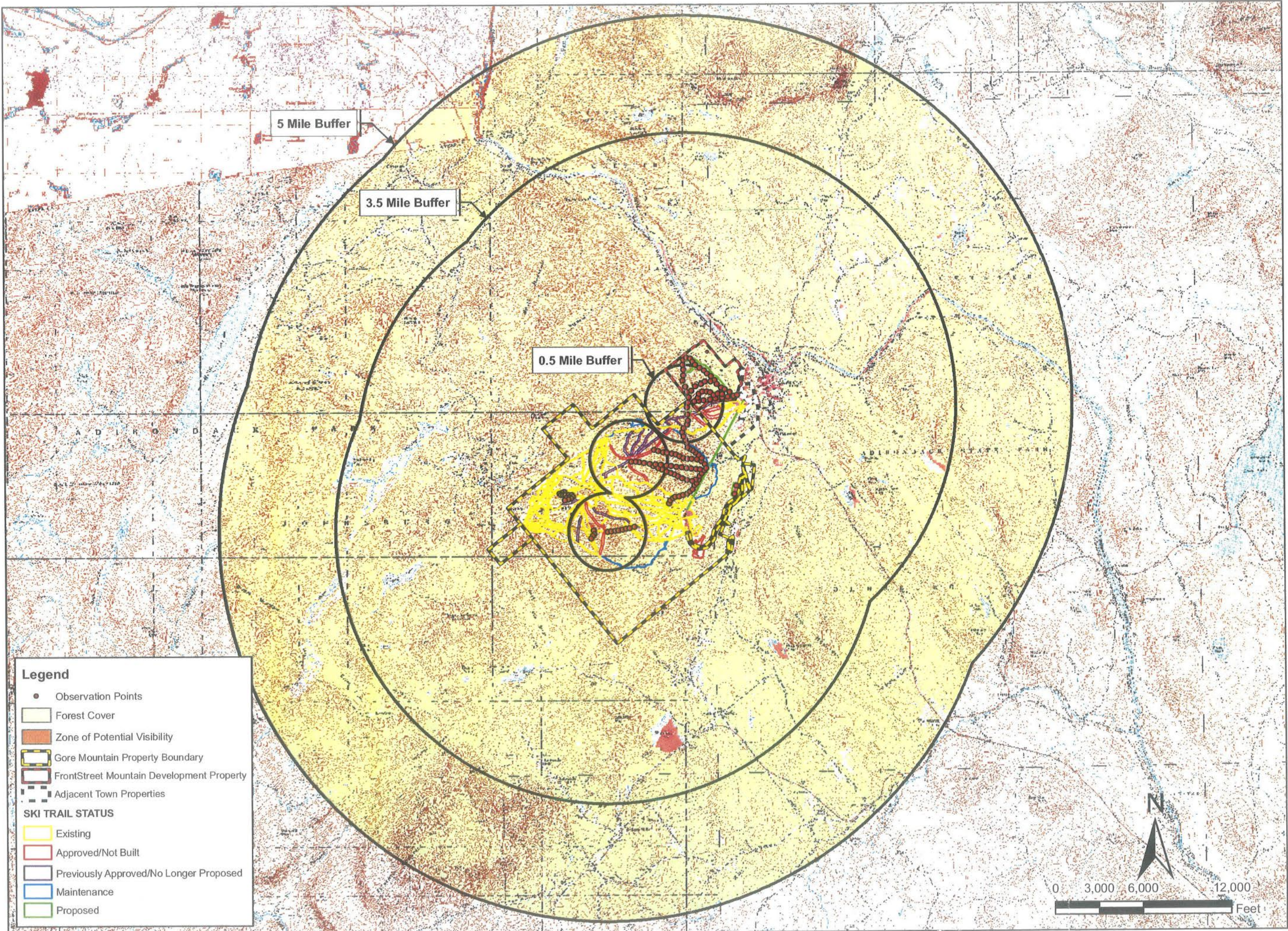
The overall appearance of the proposed Gore Mountain Ski Center is simulated in Figures, 3a and b, 4a and b and 5a and b. The Figures simulate the visual characteristics of the existing conditions and of the proposed project as seen from:

- Route 28 across from *The Summit at Gore Mountain* entranceway, approaching North Creek from the southeast and looking north (Figures 3a and 3b);
- The Route 28N bridge over the Hudson River, approaching North Creek from the north and looking southwest (Figures 4a and 4b); and
- The Johnsburg Central School athletic fields, looking west/southwest (Figures 5a and 5b).

Trail cuts and new slopes will be visible from these locations, however, the improvements to the Gore Mountain Ski Center represent a consolidation of visual impacts occurring in an area historically, and currently, used for alpine skiing and other winter sports. As a result visual resources will not be negatively impacted.

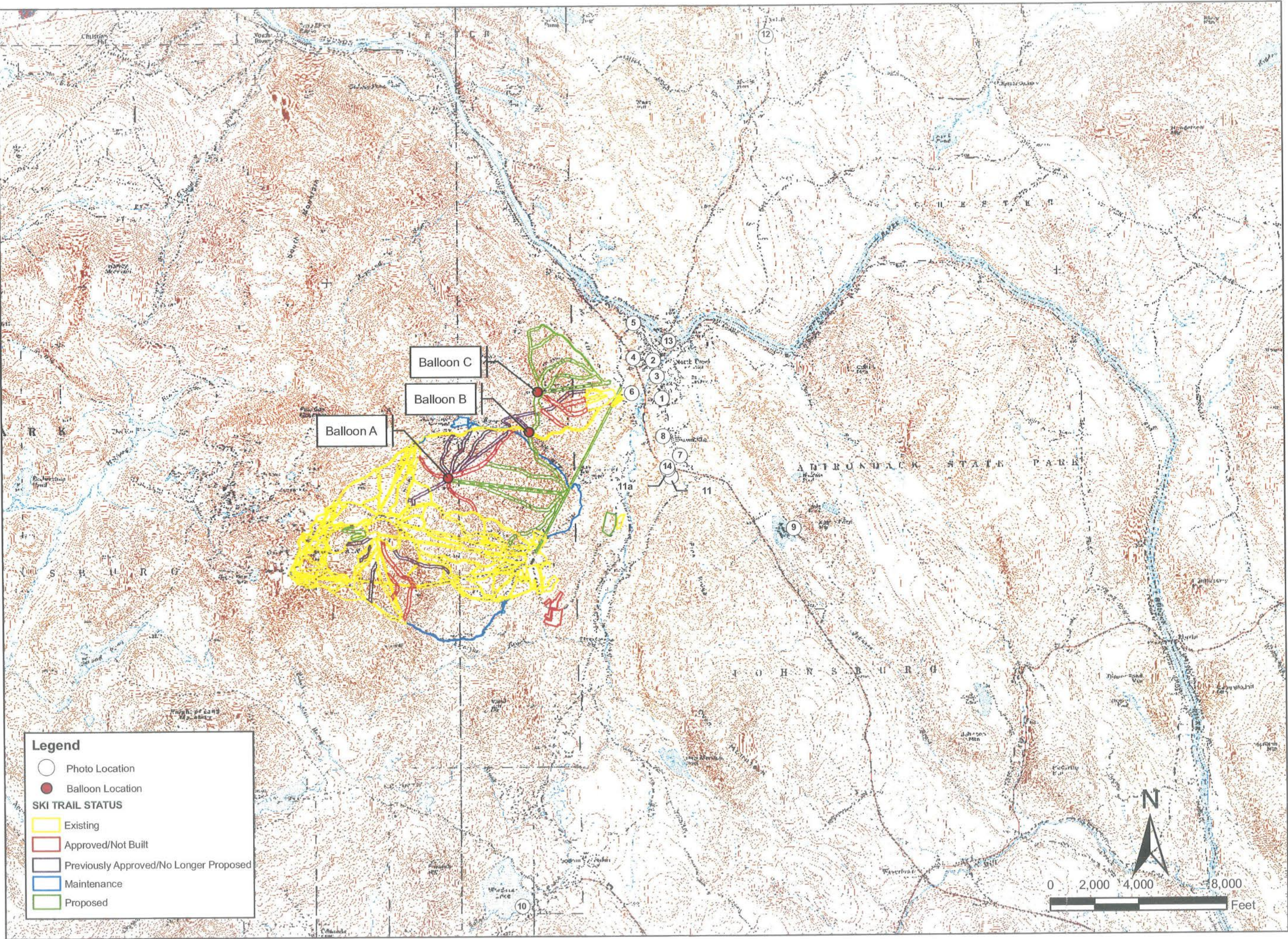
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**Zone of
Potential
Visibility
with
Vegetation**



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**Photo
Location
Map**





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**View From
Rt. 28**

Wireframe

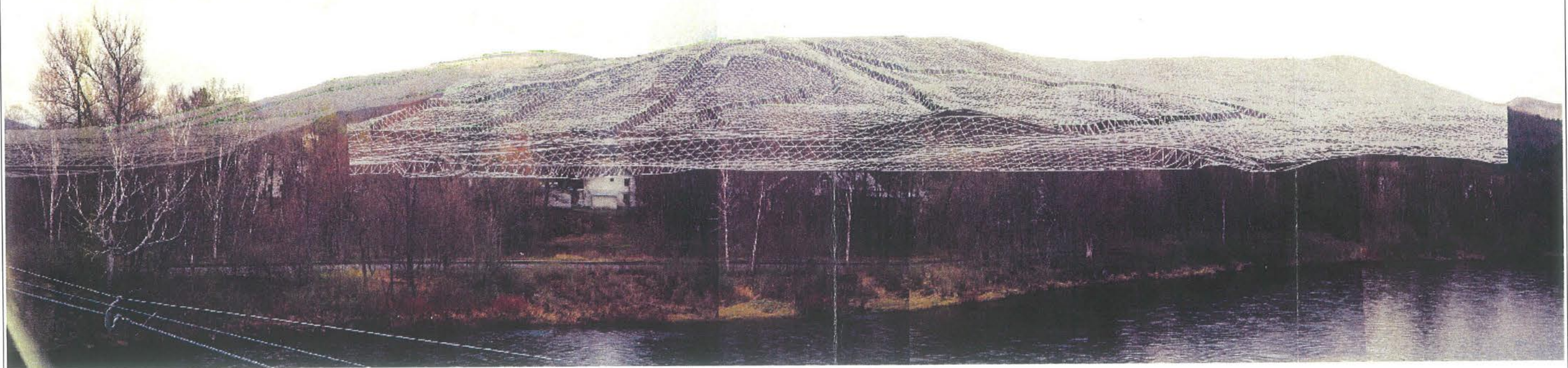
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Date: 5/25/05
Figure: 3a



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**View From
Rt. 28**

Rendering



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**View From
Rt. 28N
Hudson River
Bridge**

Wireframe

Project: 00030
Date: 5/25/05

Figure: 4a



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**View From
Rt. 28N
Hudson River
Bridge**

Rendering

Project: 00030
Date: 5/25/05
Figure: 4b

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**View From
Johnsburg
Central School**

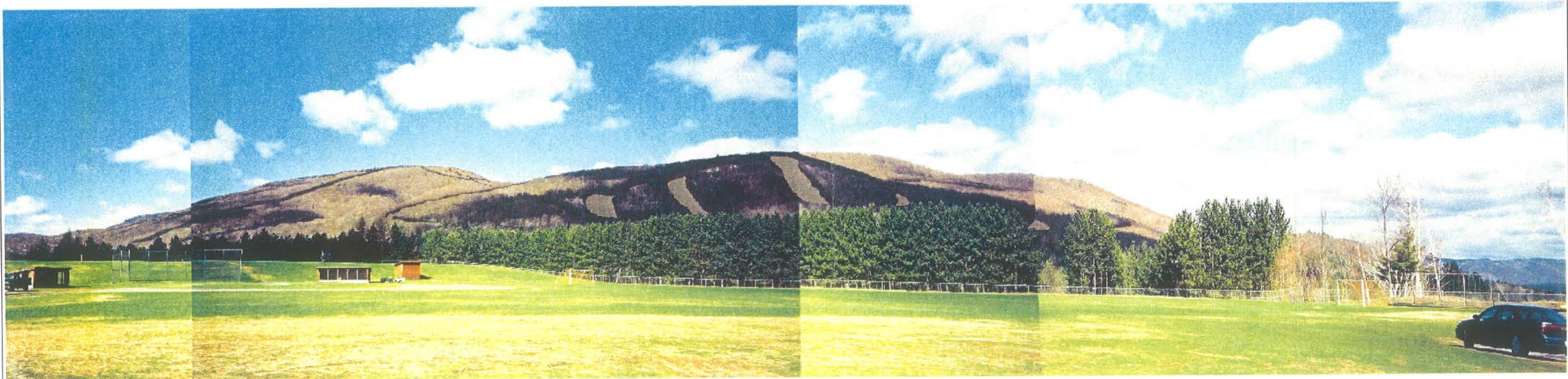
Wireframe



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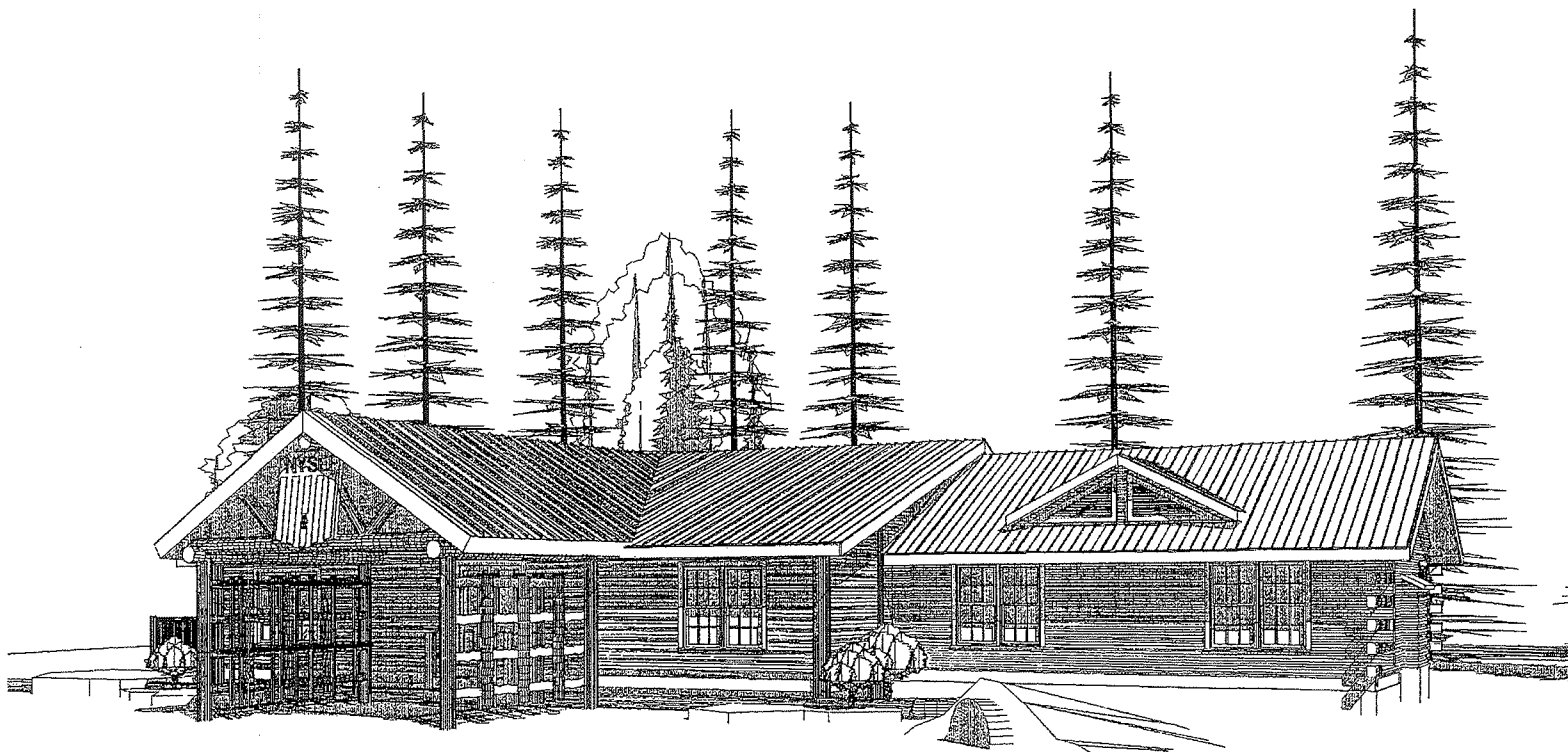
**View From
Johnsburg
Central School**

Rendering



APPENDIX 4

NYSEF BUILDING ELEVATIONS



NYSEF GORE MOUNTAIN NY

**PROPOSED ADDITIONS P3
NOT FOR CONSTRUCTION**

PLEASE CHECK ONE OF THE NOTES BELOW.
SIGN & DATE, AND RETURN THIS COPY TO L.L.

- ☐ APPROVED AS DRAWN, PROCEED
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REVISED PRELIMINARY DRAWINGS.

SIGNATURE _____

DATE _____

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PRELIMINARY #3



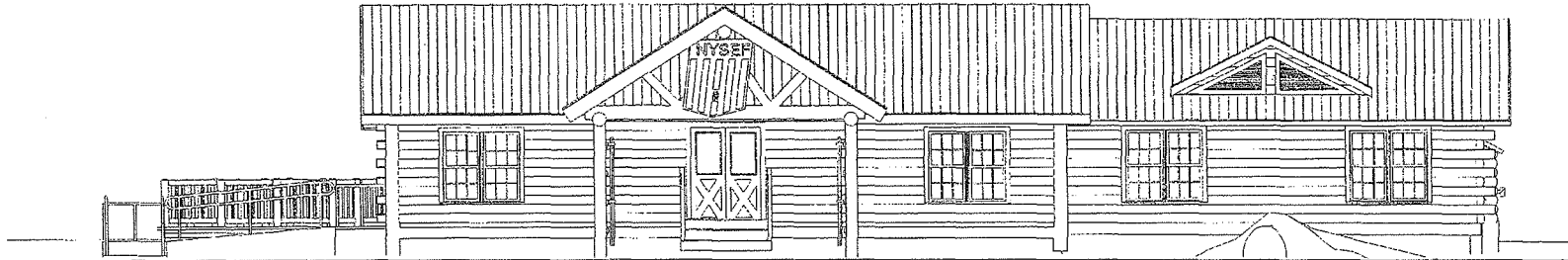
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Scale	PROPOSED ADDITIONS P3
Notes	2 SHELVE
Chairs	116.5"
Seat	18.0" x 2"
Size	20' x 6'
Orientation	
Location	WOLF CREEK-ALLEN

NYSEF GORE
 NORTH CREEK NY
 WARREN COUNTY
 100-1742

First Floor Plan
 1
 SHEET



FRONT ELEVATION



REAR ELEVATION

REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

0 1" 2" 3"

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01/01/04	01/01/04
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01/01/04	01/01/04
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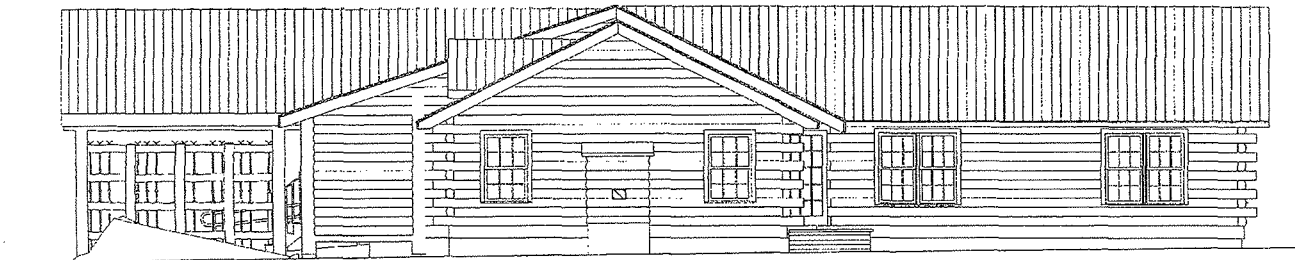
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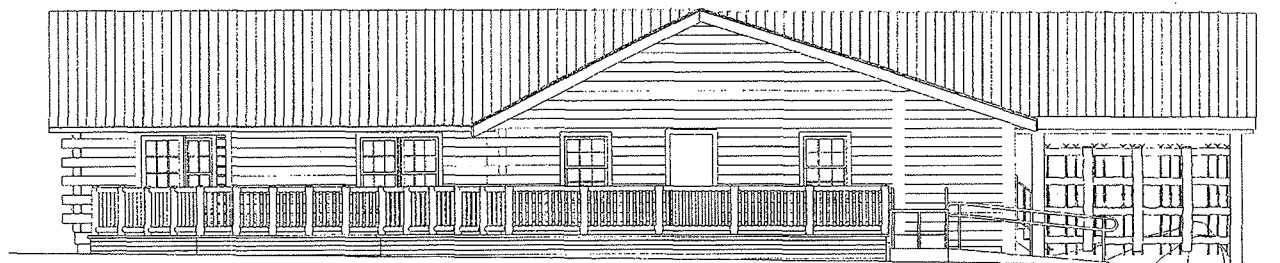
Elevation Views

2

SHEET



RIGHT ELEVATION



LEFT ELEVATION

REV.	REVISIONS	DATE
0		

0	1"	2"	3"
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Checked	RS. JAY
Scale	1/4" = 1'-0"
Date	2/16/05
Client	NYSEF GORE
Project	NYSEF GORE

NYSEF GORE
NORTH CREEK NY
WARREN COUNTY

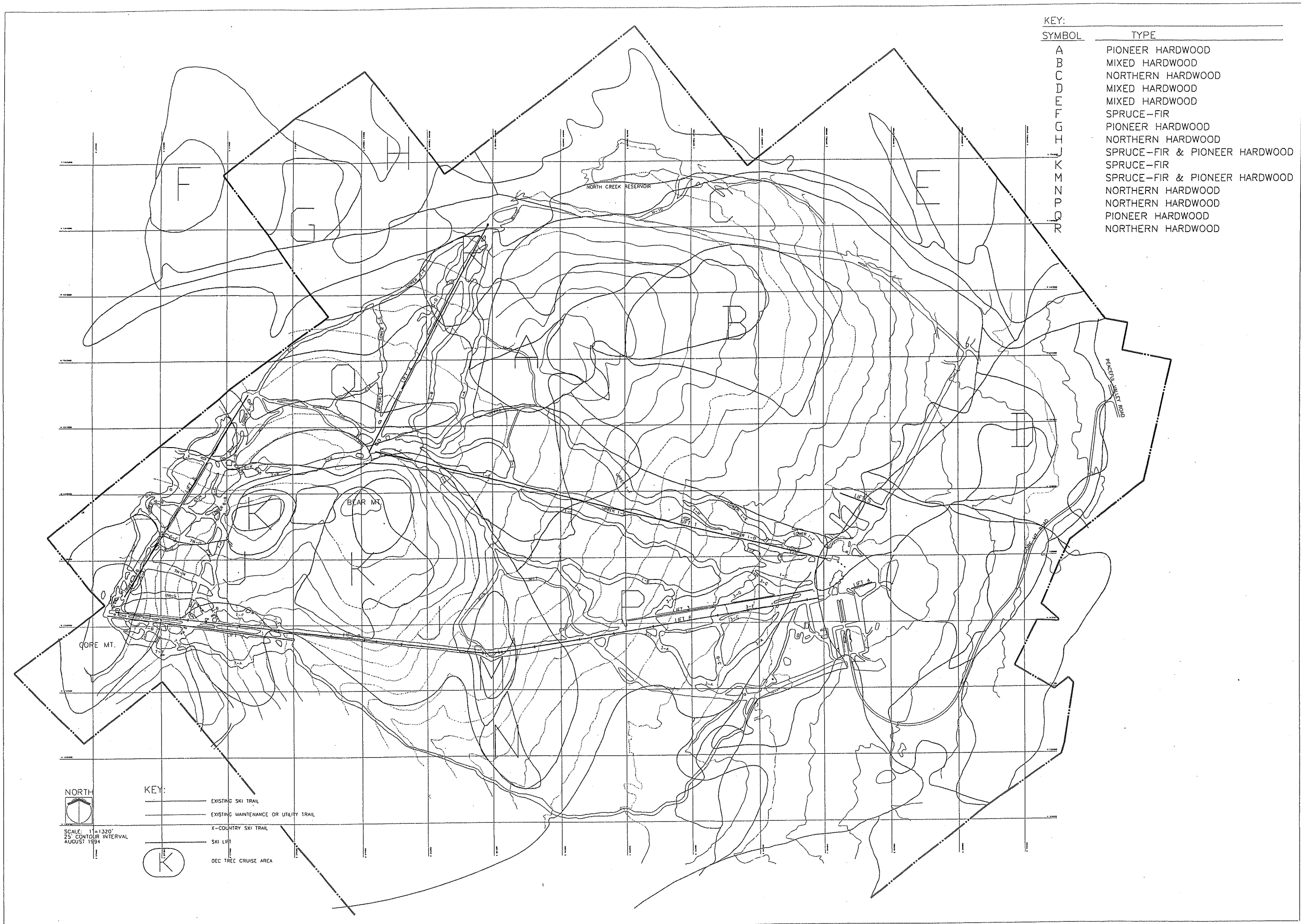
Elevation Views

3

SHEET

APPENDIX 5

TREE CRUISE DATA



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TREE CRUISE DATA BY COMMUNITY TYPE

	Community Type A		Community Type B		Community Type C		Community Type D		Community Type E		Community Type F		Community Type G	
	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh
Sugar Maple	0	9.9	81	125.1	22	119.1	94.7	63.4	76.5	63	0	0	34	0
Beech	0	0.5	8.2	20.2	39.2	22.2	18.2	25.8	189.2	197.2	0	0	0	0
Yellow birch	0	1.7	0	4.9	0	16.8	12.1	27.4	10.5	11	0	22.6	0	18.6
White Birch	29	130.2	0	24.4	0	6	0	24.5	0	33.5	0	0	0	110.9
White ash	0	0	0	0	0	8.9	12.1	7.4	0	0	0	0	0	0
Black Cherry	0	0	0	6.5	0	0.4	0	2.7	0	0	0	0	0	0
Ironwood	0	0	0	0	7	4.3	6.1	0	0	0	0	0	0	0
Red Spruce	0	1.9	0	10.4	0	0.4	0	0	0	0	727	237.2	0	31.7
Red Maple	0	0	14.6	27.7	0	4.4	6.1	20.9	0	28.4	0	0	0	1.4
basswood	0	0	0	0	0	0.6	0	9.2	0	0	0	0	0	0
Red Oak	0	0	30.9	11.8	0	9.9	0	0	10.5	14.7	0	0	0	0
Hemlock	0	0.6	0	0	0	0.1	0	5.4	0	0	0	0	0	0
Balsam Fir	39.4	22	0	6.8	0	0	27.6	4.9	0	0	204	0	193.5	89.9
Striped Maple	68.5	11.2	0	0	0	0	0	0	0	6.6	0	0	0	0
Aspen	0	0	0	0	0	0	0	19.7	0	3.4	0	0	0	0
Mountain Ash	0	0	0	0	0	0	0	0	0	0	0	0	0	0
total trees/ac	136.9	178	134.7	237.8	68.2	193.1	176.9	211.3	286.7	357.8	931	259.8	227.5	252.5

TREE CRUISE DATA BY COMMUNITY TYPE

	Community Type H		Community Type J		Community Type K		Community Type M		Community Type N		Community Type P		Community Type Q	
	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh	Total, 3-4" dbh	Total, > 4" dbh
Sugar Maple	86.8	129.7	0	0	0	0	0	39.8	68	280.1	15.3	105.6	0	0
Beech	40.8	40.4	0	0	0	0	0	0	144.7	72.1	15.3	39.7	0	0
Yellow birch	0	38.7	0	0	0	0	0	0	0	0	0	10.6	14.4	31.3
White Birch	0	1.9	109.8	150.2	109.2	53	217	78	0	0	0	0.6	28.8	108.4
White ash	0	0	0	0	0	0	0	0	68	3.1	0	4	0	0
Black Cherry	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ironwood	0	0	0	0	0	0	0	0	0	0	7.7	6.8	0	0
Red Spruce	0	0	11.5	17.7	12.8	14.9	0	38.4	0	9.5	0	0	0	32.9
Red Maple	0	13.9	0	0	0	0	0	0	0	0	0	0.4	0	24.1
basswood	0	0	0	0	0	0	0	0	0	0	0	5.9	0	0
Red Oak	0	0	0	0	0	0	0	0	0	0	0	0.9	0	0
Hemlock	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Balsam Fir	0	10.2	237.4	165.8	263.8	337.4	159.5	101.8	0	0	0	0	43.1	38.9
Striped Maple	0	0	0	0	0	0	57.5	44.2	0	0	0	2.5	28.8	17.4
Aspen	0	0	0	0	0	0	0	18.3	0	0	0	0	0	0
Mountain Ash	0	0	11.5	29.9	12.8	5.7	0	0	0	0	0	0	0	9.2
total trees/ac	127.6	234.8	370.2	363.6	398.6	411	434	320.5	280.7	364.8	38.3	177	115.1	262.2

TREE CRUISE DATA BY COMMUNITY TYPE

	Community Type R	
	Total, 3-4" dbh	Total, > 4" dbh
Sugar Maple	28.8	191.3
Beech	28.8	25.1
Yellow birch	0	16.2
White Birch	0	0
White ash	0	0
Black Cherry	0	0
Ironwood	0	0
Red Spruce	0	1.8
Red Maple	0	0
basswood	0	0
Red Oak	0	0
Hemlock	0	0
Balsam Fir	0	0
Striped Maple	28.8	0
Aspen	0	0
Mountain Ash	0	0
total trees/ac	86.4	234.4

2005 UMP AMENDMENT DATA BY TRAIL

	Trail 10-D		Trail 10-F		Trail 10-G		Trail 11-H		Trail 11-I		Trail 11-J	
	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh
Sugar Maple	-	-	-	-	-	-	250	206	189	1,025	671	1,647
Beech	-	-	-	-	-	-	619	645	337	191	333	287
Yellow birch	-	-	-	-	-	-	34	36	-	145	-	151
White Birch	529	514	179	245	733	997	-	110	50	120	-	198
White ash	-	-	-	-	-	-	-	-	-	77	-	64
Black Cherry	-	-	-	-	-	-	-	-	-	3	-	44
Ironwood	-	-	-	-	-	-	-	-	60	37	50	31
Red Spruce	58	79	19	29	77	118	-	-	5	12	-	69
Red Maple	-	-	-	-	-	-	-	93	-	38	93	207
basswood	-	-	-	-	-	-	-	-	-	5	-	4
Red Oak	-	-	-	-	-	-	34	48	-	85	196	146
Hemlock	-	-	-	-	-	-	-	-	-	1	-	1
Balsam Fir	1,203	1,173	387	270	1,586	1,117	-	-	109	76	-	43
Striped Maple	-	-	-	-	-	-	-	22	-	-	-	-
Aspen	-	-	-	-	-	-	-	11	-	-	-	-
Mountain Ash	58	92	19	49	77	198	-	-	5	14	-	-
Total Trees Cut	1,849	1,858	604	593	2,473	2,430	938	1,171	756	1,828	1,343	2,891
Clearing acreage	4.8		1.6		6.7		3.3		9.1		13.5	
All Trees 3-4"	1849		604		2473		938		756		1343	
All Trees >4"		1858		593		2430		1171		1828		2891

PINK columns refer to trails which were previously approved and no longer proposed for the 2005 UMP Amendment - refer to trail maps for the 2005 UMP

GREEN columns refer to trails which are proposed for the 2005 UMP Amendment - refer to trail maps for the 2005 UMP with the same color coding

2005 UMP AMENDMENT DATA BY TRAIL

	Trail 11-K		Trail 11-L		Trail 11-N		Trail 12-C		Trail 12-D		Trail 12-E	
	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh
Sugar Maple	927	2,047	707	1,625	742	1,492	104	591	94	538	133	388
Beech	354	350	303	281	1,703	1,612	186	107	167	96	290	256
Yellow birch	-	168	-	140	76	226	-	84	-	77	11	58
White Birch	45	477	-	209	-	293	79	381	91	433	68	355
White ash	-	63	-	56	-	78	-	42	-	38	-	23
Black Cherry	-	65	-	48	-	3	-	2	-	2	-	1
Ironwood	49	30	44	27	61	38	33	20	30	18	18	11
Red Spruce	-	105	-	76	-	3	-	7	-	8	-	5
Red Maple	139	295	103	222	-	243	-	21	-	19	-	40
basswood	-	4	-	4	-	5	-	3	-	3	-	2
Red Oak	295	182	217	145	76	192	-	47	-	42	11	40
Hemlock	-	2	-	1	-	1	-	2	-	2	-	2
Balsam Fir	61	99	-	48	-	-	107	60	123	69	93	52
Striped Maple	106	17	-	-	-	47	185	30	214	35	161	33
Aspen	-	-	-	-	-	24	-	-	-	-	-	3
Mountain Ash	-	-	-	-	-	-	-	-	-	-	-	-
Total Trees Cut	1,977	3,903	1,373	2,880	2,657	4,258	694	1,397	719	1,380	783	1,267
Clearing acreage	18.1		13.3		15.9		7.4		7.4		5.9	
All Trees 3-4"	1977		1373		2657		694		719		783	
All Trees >4"		3903		2880		4258		1397		1380		1267

2005 UMP AMENDMENT DATA BY TRAIL

	Trail 12-F		Trail 12-H		Trail C-7		Connector		Tubing		Trail Lift 14	
	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh	Trees 3-4" dbh	Trees > 4" dbh
Sugar Maple	119	374	-	55	-	-	-	-	-	-	267	717
Beech	256	221	-	3	-	-	-	-	-	-	540	472
Yellow birch	9	55	6	22	4	9	-	-	-	-	21	109
White Birch	68	347	173	770	691	953	162	78	351	350	-	95
White ash	-	22	-	-	-	-	-	-	-	-	2	46
Black Cherry	-	1	-	-	-	-	-	-	-	-	-	3
Ironwood	18	11	-	-	-	-	-	-	-	-	36	21
Red Spruce	-	5	-	24	72	119	19	22	39	53	-	2
Red Maple	-	35	-	10	-	7	-	-	-	-	1	77
basswood	-	2	-	-	-	-	-	-	-	-	-	5
Red Oak	9	37	-	-	-	-	-	-	-	-	19	76
Hemlock	-	2	-	3	-	-	-	-	-	-	-	2
Balsam Fir	92	51	237	139	1,493	1,064	390	499	795	761	6	1
Striped Maple	160	32	394	70	8	5	-	-	-	-	-	12
Aspen	-	3	-	-	-	-	-	-	-	-	-	10
Mountain Ash	-	-	-	4	72	186	19	8	39	63	-	-
Total Trees Cut	729	1,197	810	1,099	2,339	2,341	590	608	1,223	1,227	893	1,648
Clearing acreage	5.7		6.0		6.5		1.5		3.6		7.0	
All Trees 3-4"	729		810		2339		590		1376		893	
All Trees >4"		1197		1099		2341		608		1383		1648

APPENDIX 6

STORMWATER DOCUMENTS

- **EXAMPLE STORMWATER POLLUTION PREVENTION PLAN**
- **DETAILED STORMWATER MANAGEMENT REPORT FOR BUS PARKING LOT**

Stormwater Pollution Prevention Plan

Erosion and Sediment Control Plan

Gore Mountain Typical Trail Construction For the 2005 UMP Amendment

Prepared By

The LA Group, P.C.
40 Long Alley
Saratoga Springs, NY 12866
Ph. (518) 587-8100

Operator

New York State Olympic Regional Development Authority
216 Main Street
Lake Placid, NY 12946

May 2005

**PREPARER CERTIFICATION OF COMPLIANCE WITH
FEDERAL, STATE AND LOCAL REGULATIONS**

This Construction Pollution Prevention Plan was prepared in accordance with the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activities (Permit No. GP-02-01), pursuant to Article 17, Titles 7, 8 and Article 70 of the Environmental Conservation Law. This SPDES General Permit implements the Federal Clean Water Act pertaining to stormwater discharges.

Construction will begin only after the requirements of SEQRA are met and any necessary Federal, State and local permits are issued.

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that false statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signature: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR AND SUBCONTRACTOR CERTIFICATION

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP for the construction site identified in such SWPPP as a condition of authorization to discharge stormwater. I also understand that the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Contractor will be held financially responsible for any and all fines.

Signature: _____

Company: _____

Responsible For: _____

Date: _____

Signature: _____

Company: _____

Responsible For: _____

Date: _____

Signature: _____

Company: _____

Responsible For: _____

Date: _____

Stormwater Pollution Prevention Plan

1. Regulatory Information

This Stormwater Pollution Prevention Plan (SWPPP) is prepared to inform the landowner and construction personnel of the measures to be implemented for controlling runoff and pollutants from the site during and after construction activities. The objective of this plan is to comply with the New York Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities, Permit No. GP-02-01 requirements. Any materials conflicts between this plan and the site plans, specification or instructions, must be brought to the attention of the design professional. The project may have other permits and it is the responsibility of the owner and contractor to know and understand all permits.

2. Project Information

Gore Mountain 2005 UMP Amendment trail construction
Peaceful Valley Road
North Creek, NY 12853
Nearest Intersection – Peaceful Valley Road and Route 28
Warren County

3. Operator Information

NYS Olympic Regional Development Authority
216 Main Street
Lake Placid, NY 12853
Contact – Mike Pratt
Phone Number – 518.251.2411

4. SWPPP Review, Update

A. SWPPP Review

Applicable Federal, State, and local regulatory agencies that have jurisdiction may elect to review this SWPPP and notify the permittee in writing that the SWPPP does not meet the requirements of their regulations. If the SWPPP needs to be revised, the permittee and the site contractor will make the required modifications within seven days of such notification and submit written certification to the notifying agency that the changes have been implemented. A copy of the SWPPP will be kept available on site for review by regulatory agencies, engineers, and subcontractors.

B. SWPPP Update

The permittee identified in this SWPPP may amend the SWPPP when there is a change in one or more of the following project components which has an affect on the potential for discharge of pollutants from stormwater runoff associated with construction activities:

- Design
- Construction
- Operation
- Maintenance

The SWPPP shall also be updated or amended under the following conditions:

- If measures identified in the SWPPP become ineffective in eliminating or minimizing pollutants from sources identified, or in achieving the general objectives of controlling stormwater pollution from permitted construction activity.
- To identify a new subcontractor that will implement any part of the SWPPP.

5. Site Description

A. Project Description

i. Background Information and Pre-development Conditions

Gore Mountain is proposing new trails as part of the 2005 UMP Amendment. The approximate project site area is [REDACTED] acres with a disturbance of approximately [REDACTED] acres. The mountain is currently used as a ski area and the proposed new trails are consistent with the findings of the UMP.

ii. Scope of the Project

See Figure [REDACTED] for the proposed development plan. There will be no increase in stormwater runoff as a result of the proposed project. Newly constructed trails will be seeded for permanent vegetation.

B. Construction Sequence – No more than 5 acres of disturbance can occur at one time without a permission letter from NYSDEC.

Construction Activities
(Identify name of planned practices)

1. *Establish Limits of Disturbance.* Work areas shall be clearly defined by appropriate means. This may include measures such as flagging tape or paint marks on trees at the limits of clearing for ski trails, marked stakes installed in the ground, or other suitable methods to clearly define the limits outside which soil disturbing activities are not permitted.
2. *Vegetation Removal.* Cut trees and shrubs within defined work areas. Wherever feasible chip tree tops and smaller growth on site.
3. *Install Structural Erosion Control.* Water bars, silt fence, or straw bale dikes. See details in Section 6 below "Stormwater Controls".
4. *Grub Stumps.* Stumps shall be grubbed only after structural erosion control is in place. Wherever possible, stumps shall be left in place or cut to grade in order to hold soil in place.
5. *Prepare Final Grades.* Grade disturbed areas to create final as-built elevations. Earthwork activities are designed to be localized and not involve large quantities of cuts and fills. The need to stockpile soil or transport bulk materials across the site is not anticipated. Should the need arise to temporarily stockpile soils during grading operations, stockpiles shall be surrounded with silt fence.
6. *Stabilize Disturbed Areas:* Stabilization shall be put in place as soon as practical after final grades are established. Stabilization shall be put in place no more than seven days after establishing final grades.

For ski trails, stabilization will be in the form of seeding. More details on acceptable vegetation stabilization measures are provided below.

7. *Remove Temporary Structural Erosion Controls.* Silt fences and other erosion and sediment controls shall be removed only after the areas which they are serving have become permanently stabilized by vegetative or other means.
-

C. Trail Construction Specifications

Clearing

- Clearing shall consist of the complete cutting and removal of all trees, down timber, brush and related growth within the designated areas. Poor risk trees within a distance equal to the total height of the tree from any ski trail or lift line may be felled and removed.
- Trees lawfully cut cannot be removed from the premises in any manner but can be chipped or used on site by ORDA so long as such method is consistent with the guidelines of the State Land Master Plan, the Gore Mountain UMP and Article 8 of the ECL. Virtually all trees which are cut for ski trail construction and widening are chipped and used on site as fill for construction and erosion control projects. Access for the wood chipper on steeper terrain is limited so some trees are buried for use as fill and erosion control.
- Stumps shall be cut as close to the ground as possible and in no case should they be left in excess of 6" high. However, allowances will be made by the construction supervisor for unusual situations. The removal of trees by dozing over will not be allowed.
- Trees and down timber may be hauled to yarding areas specified by the construction supervisor.
- Brush, limb wood, and other small woody debris can be chipped at their source if this appears to be more convenient and if it can be done without undue disturbance of the terrain.
- When completed, the designated areas shall be free of all brush, trees, and related growth.
- All local, state, and federal laws and regulations pertaining to clearing on this particular site shall be adhered to.
- Machinery may not be operated outside the clearing limits without specific permission from the construction supervisor.
- Bridges or culverts will be used whenever crossing live streams or stream beds during skidding operation.

Rough grading

- All clearing shall be rough graded according to a schedule which allows no more than 600 slope feet of mineral soil (with any single contiguous area no greater than one acre) will be exposed on any trail section at any time between the rough grading and the fine grading and mulching crews.
- Topsoil may be stripped and stock piled for use during fine grading. Topsoil stock piles will have straw bales or silt fence staked down on the downhill perimeter. If stock piles are to remain for more than a week, they will be mulched.
- Rough grading with the use of bulldozers and excavators shall consist of the complete shaping of all trails. This will include the removal and burial of all stumps and large rocks and the appropriate erosion control methods (i.e. Water bar, straw bales, etc.).
- Ski trails, unlike roads, must contain rolls, long radius bumps and dips, to add interest and create a quality skiing experience. So disposal of stumps, rocks and related debris shall be incorporated into the formation of these desired features whenever

possible. (The precise location and configuration of trail contours and erosion control features are dependent to a great degree upon unknown subsurface conditions. Thus, the development of these features can take place only by supervision in the field as the rough grading progresses).

- Ledges, when they protrude above the desired grade, may be drilled and blasted where necessary to permit removal during rough grading.
- In areas of smooth surface ledge, or ledge just slightly below the natural surface, dozing will proceed so as not to disturb valuable existing overburden.
- The outside limits of trails are to remain clean and free of any disposed material except insofar as the material is needed for proper shaping or drainage.
- Care shall be exercised so as not to destroy woods growth and the root systems of trees bordering the trail.
- Water bars shall have a 2 - 5% cross slope. Stabilized outlets will be constructed at the end of all water bars. They shall be checked at the termination of each work day to ensure their proper function.
- Water bars, drainages, and culverts shall be extended beyond the cutting limits of the trail if this is required to prevent water from running back onto the trail surface. Rip-rap or straw bale dikes will be placed at the discharge ends of all drainages.

Fine grading and revegetation

- All trail areas shall be fine graded according to a schedule which allows no more than 600 slope feet of mineral soil (with no single contiguous area greater than one acre) to be exposed on any trail section at any time between the large dozers doing the rough grading and the fine grading and mulching crews.
- Water bars constructed by the rough grading crews shall be final shaped.
- All water bars will be lined with a 6 1/2 foot wide erosion control blanket (North American green s75bn), or its equivalent.
- There shall be no exposed unseeded or unmulched soil prior to weekends, downtime, or anticipated rainy periods.
- Mulching shall consist of the complete covering of all trails, lift lines, and related areas with straw. Application should average two tons per acre with three or more tons being required in areas of severe rock and steep grades, and 1-1/2 tons or less in areas with excellent soil and lower grades. This mulch may be applied by machine or manually. Certain areas with severe rock and/or ledge conditions will require hand-padding with straw bats prior to the actual mulching if done by machine. The banks or sides of all areas are to be mulched. All water courses are to be left free of straw.
- Strict erosion control measures shall be followed at all times. Water bars shall be kept established and clean at all times. Any washouts or related erosion will be repaired immediately.
- All vehicle traffic shall be confined to established work roads unless specific permission for other travel is received beforehand from the construction supervisor. All water bars on work roads shall be placed in their proper condition at the end of each work day.
- The steps involved in the fine grading process shall take place in sequence so that at no time will a fine graded section of over 600 feet be without the proper mulch cover to prevent unnecessary erosion.

D. Receiving Water(s) (include identification of any TMDL or 303(d) waters)

Unnamed tributary to North Creek

E. Soils (include general description and Hydrologic Soil Group)

The soils at the project site include the Hermon-Lyman, the Tunbridge-Lyman, Colton, Lyman-Ricker, and the Marlow complex.

Hermon = HSG A

Lyman = HSG C/D

Marlow = HSG C

F. Attachments – considered part of this SWPPP

These documents include plans, details, and technical specifications that include, but are not limited to, the following (unless otherwise specified, these documents have been prepared by The LA Group, P.C.):

- General site map. See **Site Location Map**.
- Construction Sequence Phases. See 2005 UMP Amendment Plan Figure X, “_____”.
- Maintenance schedule.

6. Stormwater Controls

A. Stormwater Management Objectives

Stormwater management for the proposed project will be in the form of temporary controls only. As a result of converting forest to grass/meadow, the rate of stormwater runoff will not change. There will be no permanent structural stormwater management practices installed at this site, as they will not be necessary.

B. Erosion and Sediment Controls – Structural Practices

i. **Temporary**

- **Water Bars** – Water bars shall be installed during construction of ski slopes in accordance with the attached specifications and **attached detail 5A.4**. They are to be placed across the slope to reduce the potential for erosion, with diversion into a natural vegetation mat or other stabilized outlet. Particular attention shall be paid to proper spacing specifications as follows:

<u>Slope (%)</u>	<u>Water Bar Spacing (ft.)</u>
<5	125
5 to 10	100
10 to 20	75
20 to 35	50
>35	25

(Source: Guidelines for Urban Erosion and Sediment Control, USDASCS, 1997)

- **Silt Fence** – Where appropriate, silt fence shall be installed in accordance with the attached specifications and **attached detail 5A.9**. Use of silt fence is appropriate where there is no concentration of water flowing to the barrier and where the drainage area for overland flow does not exceed ½ acre per 100 feet of fence. Additionally, maximum allowable slope lengths contributing runoff to a silt fence shall be as follows:

Slope Steepness	Maximum Slope Length (ft.)
2:1	50
3:1	75
4:1	125
5:1	175
Flatter Than 5:1	200

(Source: Guidelines for Urban Erosion and Sediment Control, USDASCS, 1997)

Silt fence structures should be installed anywhere sediment retention is needed in and around a construction site.

- At the toe of highly erodable slopes
- Around culverts and storm water drainage systems
- Adjacent to lakes, streams or creeks
- Around the perimeter of a construction project

Installation guidelines (See figure 5A.9)

- Dig a small trench
- Unroll silt fence system. Position the post in the back of the trench (downhill side) and drive the post into the ground
- Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off
- Backfill the trench and compact
- It is a good practice to construct the silt fence across a flat area in the form of a horseshoe. This aids in pending the runoff and allowing sedimentation.

Maintenance – Silt fences should be inspected periodically for damages such as tearing by equipment, animals, or wind and for the amount of sediment which has accumulated. Removal of the sediment is generally necessary when it reaches 1/3 the height of the silt fence. In situations where access is available, machinery can be used; otherwise, it must be removed manually.

The key elements to remember are:

- The sediment deposits should be removed when heavy rain or high water is anticipated.
- The sediment removed should be placed in an area where there is no danger of erosion.
- The silt fence should not be removed until adequate vegetation ensures no further erosion of the disturbed slopes. Generally, the

fabric is cut at ground level, the wire and posts removed, the sediment spread, and seeding and mulch is applied immediately.

- **Straw Bale Dikes** – Dikes may be used as a substitute for silt fence ONLY where shallow depth to rock precludes the proper installation of silt fence. Installation shall be in accordance with the attached specifications and details. Dikes shall NOT be used where there is concentrated flow. Dikes shall NOT be used where more than 3 months of erosion and sediment control is required unless bales are replaced or an additional parallel row of bales is installed prior to the original straw bales being in place for 3 months. Length of slope above the straw bale dike shall not exceed the following:

Slope Steepness	Maximum Slope Length (ft.)
2:1	25
2.5:1	50
3:1	75
3.5:1	100
4:1	125

(Source: Guidelines for Urban Erosion and Sediment Control, USDASCS, 1997)

Construction specifications (see Figure 5A.8):

- Bales shall be placed in a row with ends tightly abutting the adjacent bales.
- Each bale shall be embedded in the soil a minimum of 4 inches.
- Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward the previously laid bale to force bales together.
- Inspection shall be frequent and repair or replacement shall be made promptly as needed.
- Bales shall be removed when they have served their usefulness, so as not to block or impede storm flow or drainage.

C. Stabilization Practices (including vegetative practices)

i. Temporary and Permanent

- Maintain existing vegetation outside of marked limits of disturbance. Soils disturbed for construction of ski trails shall be permanently stabilized by successfully establishing an herbaceous ground cover.

Seeding – A commercially available seed mixture appropriate to the climate shall be used to stabilize disturbed areas to be revegetated. The “Adirondack Seed Mix” contains the following:

43.65% Boreal creeping red fescue
34.3% perennial ryegrass
17% Kentucky bluegrass

The boreal red fescue is particularly well suited to the local climate and the perennial ryegrass will germinate rapidly and accelerate stabilization. If desired, additional ryegrass, perennial or annual, may be used in addition to the Adirondack seed mix.

Seed may be applied by a number of suitable means including broadcasting, hydroseeding, or incorporated as part of a geotextile (i.e. Green & Bio Tech SureTurf 1000 and 4000 Seeded Mat System®, BIOMAT® seeded mats).

The Adirondack Seed Mix will be used to stabilize the widened areas of the Twister Trail. An alternative NYSDOT seed mix may be used under those special conditions that may be most suitable, including steeper slopes (i.e. >15 to 20%), or wherever the Adirondack Mix does not become effectively established. This seed mix contains a number of wildflowers as well as sheep fescue and annual ryegrass. Components of this mix were chosen by NYSDOT because of their ability to produce a root system of varying root types, including fibrous shallower roots and deep tap roots. The per acre cost for seeding using this mix is approximately \$1,140 versus approximately \$35 per acre for the Adirondack Mix specified.

Mulching – Broadcast seeded areas and hydroseeded areas shall also be mulched. Broadcast seeded areas shall be mulched with straw at a rate of 2 to 3 bales per thousand square feet (100-120 bales per acre). Straw mulch shall be secured in place by either driving over the mulched area with a tracked vehicle or by applying a non-asphaltic tackifier.

Hydroseeded areas shall be mulched with straw as described above or with wood cellulose mulch applied during the hydroseeding process. Wood cellulose mulch shall be applied at a rate of 50 pounds per thousand square feet (2,000 pounds per acre). A non-asphaltic tackifier may be included with the hydromulch application.

Fertilization – Seeded areas shall be fertilized at the time of seeding in order to promote seed germination and plant growth that will provide stabilization. A suitable turf starter fertilizer shall be applied as per dictated by soil test or apply 850 pounds of 5-10-10 or equivalent per acre (20 lbs/1,000 sq. ft.)

D. Additional Controls (if necessary)

7. **Comparison of Pre- and Post-Construction Stormwater Runoff** – Although the area of disturbance is approximately acres, there will not be an increase in stormwater runoff. The area that will be converted from forest to open trail (grass/meadow) will not increase the rate or amount of stormwater runoff.

A. Stormwater Quantity

Site Area: acres

Total Area of Disturbance: acres

Total Acres of New Impervious: 0 acres

- B. Stormwater Quality – The WQv was calculated using the minimum Rv of 0.2. This was necessary because there is no existing or new impervious surface at this site. See attached WQv calculation.

Water Quality Storage Volume $WQ_v = 0.38$ acre-feet of storage

Appendix 1
Other Controls

Waste Materials: All waste materials generated during construction will be disposed at a suitable landfill, transfer station or C and D landfill.

Hazardous Waste: The project will not be a generator of hazardous waste and it is not anticipated that any hazardous waste will be generated during construction. If there are any materials generated, a licensed hazardous waste carrier will be contracted to dispose the hazardous material at a suitable disposal site. If hazardous materials are discovered during construction, the work will be stopped until the issue is resolved.

Sanitary Waste: Portable sanitary facilities will be made available to construction personnel and will be serviced regularly.

Offsite Vehicle Tracking: Earthworking equipment involved with the construction will remain on the project site and will not regularly egress or ingress the site. Any trucks used to bring in materials or remove materials via municipal paved roads will do so over a stabilized construction entrance. If significant off-site vehicle tracking begins to occur, the contractor will be directed to institute a daily, or as-needed, street sweeping program in the immediate vicinity of the site.

Timing of Measures/Controls

- Temporary structural erosion controls will be installed prior to earthwork as per the attached plans.
- A qualified professional shall conduct an assessment of the site prior to the commencement of construction and certify in an inspection report that the appropriate erosion and sediment controls described in the SWPPP and required by Part III.D of GP-02-01 have been adequately installed to ensure overall preparedness of the site for commencement of construction.
- Structural erosion controls and non-stabilized areas shall be inspected once a week or within 24 hours after a rainfall of 0.5 inches or more. Copies of the Stabilization Inspection Forms and Structural Inspection Forms located at the end of this report shall be completed in full for every inspection performed.
- Areas to be undisturbed for more than 14 days will be temporarily stabilized by seeding.
- Disturbed areas will be reseeded and mulched immediately after final contours are re-established and no more than 14 days after the completion of construction at that site.
- Temporary erosion control devices will not be removed until the area served is stabilized by the growth of vegetation and the area is certified as being stabilized by the Erosion Control Superintendent.
- Any areas that cannot be seeded to turf by October 1 or earlier will receive a temporary seeding. The temporary seeding will consist of winter rye seeded at the rate of 120 pounds per acre (2.5 pounds per 1,000 square feet) or stabilized as per the temporary stabilization for winter construction/frozen conditions.

If necessary, the general construction sequence was completed in preparing the SWPPP (see Construction Sequence Worksheet). The operator shall prepare a summary of construction status using the Construction Sequence Form at the end of this document once every month. Significant deviations to the sequence and reasons for those deviations (i.e. weather, subcontractor availability, etc.), shall be noted by the contractor. The schedule shall be used to record the dates for initiation of construction, implementation of erosion control measures, stabilization, etc. A copy of this table will be maintained at the construction site and be updated in addition to the individual Stabilization Inspection Forms and Structural Inspection Forms completed for each inspection.

Appendix 2
Maintenance/Inspection Procedures

Erosion and Sediment Control Inspection

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls. The practices listed herein shall be implemented in accordance with the attached maintenance schedule.

A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached in Appendix 4. Reports should be compiled and maintained on-site.

- It is recommended that a rain gage be installed at the site.
- The Erosion Control Superintendent will supervise day-to-day erosion control activities on the site. The Erosion Control Superintendent and his crews will make at least weekly inspections of erosion control devices, as well as inspections following any storm event of 0.5 inches or greater.
- All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in ground.
- All temporary sediment basins should be inspected for stability and integrity once a week or after a storm event of 0.5 inch or more. Any structural failure in sediment basins or trenches that serve them will be repaired within 24 hours after detection.
- All temporary sediment basins or trenches shall be cleaned out when one foot of sediment or half the design depth of the trap has accumulated. All spoils shall be removed to a stabilized upland area.
- Seeded and planted areas will be inspected for bare spots, washouts, and healthy growth. If necessary, spot reseeding or sodding will be implemented.

Temporary Stabilization for Winter Construction/Frozen Conditions

The following temporary stabilization measures **MUST** be performed when construction is occurring during winter/frozen ground conditions. The following requirements do not supercede any other requirements of this SWPPP as they apply to non-frozen ground conditions.

1. Perimeter erosion control **MUST** still be installed prior to earthwork disturbance as per this SWPPP.
2. Any area of disturbance that will remain inactive for a period of 14 consecutive days **MUST** be mulched. This includes any previously disturbed areas that are covered with snow.
3. Mulch **MUST** consist of loose straw applied at the rate of 2 to 3 bales (90 to 100 pounds) per thousand square feet.
4. Mulch **MUST** be applied uniformly over the area of bare soil or bare soil that is covered with snow. For the latter condition, mulch **MUST** be applied on top of snow.
5. Using a tracked vehicle, mulch **MUST** be crimped into the bare soil/snow. The tracked vehicle **MUST** be driven across the mulched areas in at least two directions to maximize crimping of mulch into the soil/snow.
6. If mulch gets blown off an area to a significant degree, the site inspector **WILL** require that an area be re-mulched in accordance with Items 2 through 5 above, and this area **WILL** be included on the inspection checklist for the next inspection.
7. If a particular area repeatedly experiences loss of mulch due to wind, then the inspector **WILL** require that an alternative method be used to secure the mulch in place. Such alternatives may include the use of netting, tackifier or other methods deemed appropriate by the inspector.
8. During periods when snow is melting and/or surface soils are thawing during daytime hours, mulched areas **MUST** be re-tracked (crimped) as per Item 5 above at least once every seven days, more frequently if directed by the inspector. Additional mulch may be required to obtain complete coverage of an area. Biodegradable erosion control matting may be required on steeper slopes.
9. Additional stabilization measures for non-frozen ground conditions described in this SWPPP **WILL** be implemented at the time deemed appropriate by the inspector.

Summer Trail Maintenance Specifications

General

- The annual summer trail maintenance schedule or plan of work should contain regular maintenance and repair activity necessary to keep all slopes, trails and facilities in satisfactory condition for skiing, safety, aesthetics of the area and quality control of the environment.

Drainage and erosion control

- In the spring of the year when the snow starts to melt, water bars should be checked to see that the water is flowing. Even with snow cover still on the ground, the partially frozen water bars can be re-channeled by the use of hand shovels. The running water will eat its way through the snow or ice and eventually open up the water bars.
- When the snow is all gone these water bars should be checked again to see that they are working properly and repairs made if needed. These checks should continue throughout the summer months especially before and after major storms. If severe erosion is noticed, the bars should be "rip-rapped" with stone or lined with jute matting. The checking interval can be reduced once the water bars are stabilized. However, they should always be checked and cleaned out in the fall after all the leaves have fallen and in the spring when melting starts.
- Culverts and bridge openings should be checked on the same schedule as water bars. They should be kept free from obstructions and sediment buildup.
- Washed and eroded areas should be repaired as soon as the trails dry out enough so that no more damage will occur. This repair work should be accomplished by filling in the washed or eroded areas with new material, and adding seed and mulch.

Trails and trail edges

- Snags, dead trees, undermined and leaning trees, limbs and other debris, rocks, etc. within or along the edges of trails should be removed, except that trail edges will be feathered where possible to enhance potential Bicknell thrush habitat.

Seeding

- To establish permanent cover over all slopes and trails, reseeding may be required from time to time. Seeding should be done in the spring after the slopes and trails have dried, (to be completed by June 10) or alternatively during the period from August 1 to September 15.

Mulching

- Remulching may become necessary if bare rocks and ledge appear or where reseeding has taken place. Mulch should be applied at a rate of 2 tons per acre.
- Mulching and proper drainage is the key in keeping valuable topsoil in place until a good sod has been developed.

Weed and brush control

- The best deterrent to weed and brush growth is a dense, well-cared-for sod of grasses and legumes.

Mowing

- All slopes and trails should be mowed each year or every other year to maintain a low cover and to control woody growth. The best time to mow is mid-August after the established grasses have gone to seed giving the potential for new growth. The most desirable cutting height is 3-1/2 to 4 inches.

Appendix 3
Spill Prevention Practices

Good Housekeeping and Material Management Practices

The following good housekeeping and material management practices will be followed on site during the construction project to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

- Materials will be brought on site in the minimum quantities required.
- All materials stored on site will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposal.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The construction manager or his designee will inspect daily to ensure proper use and disposal of materials on site.
- The contractor shall prohibit washing of tools, equipment, and machinery in or within 100 feet of any watercourse or wetland.
- All above grade storage tanks are to be protected from vehicle damage by temporary barriers.

Inventory for Pollution Prevention Plan

The materials and substances listed below are expected to be on-site during construction.

- Petroleum for fueling vehicles will be stored in above ground storage tanks. Tanks will either be steel with an enclosure capable of holding 110% of the storage tank volume or of a Con-Store, concrete encased type typically employed by NYSDOT. Hydraulic oil and other oils will be stored in their original containers. Concrete and asphalt will be stored in the original delivery trucks.
- Fertilizer may be stored on site in its original container for a short period of time prior to seeding. Original containers will be safely piled on pallets or similar devices to protect from moisture.
- Portable sanitary facilities, which contain chemical disinfectants (deodorants) will be located on-site, with the disinfectants held in the tank of the toilet.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data sheets will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

Spill Prevention – Product Specific Practices

The following product specific practices will be followed on site.

Petroleum Products:

- Construction personnel should be made aware that emergency telephone numbers are located in this SWPPP.
- The contractor shall immediately contact NYSDEC in the event of a spill, and shall take all appropriate steps to contain the spill, including construction of a dike around the spill and placing absorbent material over this spill.
- The contractor shall instruct personnel that spillage of fuels, oils, and similar chemicals must be avoided and will have arranged with a qualified spill remediation company to serve the site.
- Fuels, oils, and chemicals will be stored in appropriate and tightly capped containers. Containers shall not be disposed of on the project site.
- Fuels, oils, chemicals, material, equipment, and sanitary facilities will be stored/located away from trees and at least 100 feet from streams, wells, wet areas, and other environmentally sensitive sites.
- Dispose of chemical containers and surplus chemicals off the project site in accordance with label directions.
- Use tight connections and hoses with appropriate nozzles in all operations involving fuels, lubricating materials or chemicals.
- Use funnels when pouring fuels, lubricating materials or chemicals.
- Refueling and cleaning of construction equipment will take place in parking areas to provide rapid response to emergency situations.
- All on-site vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Any vehicle leaking fuel or hydraulic fuel will be immediately scheduled for repairs and use will be discontinued until repairs are made.

Fertilizers:

- Fertilizer will be stored in its original containers on pallets with water resistant coverings.
- Proper delivery scheduling will minimize storage time.
- Any damaged containers will be repaired immediately upon discovery and any released fertilizer recovered to the fullest extent practicable.

Paints:

- All containers will be tightly sealed and stored when not required for use.
- Excess paint will not be discharged to the storm water system or wastewater system, but will be properly disposed of according to manufacturers' instructions or State and local regulations.

Concrete Trucks:

- Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash water only at designated locations on site.

Asphalt Trucks:

- Asphalt trucks shall not discharge surplus asphalt on the site.

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup. The construction manager responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the onsite construction office or trailer.

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies. Any spill in excess or suspected to be in excess of two gallons will be reported to the NYSDEC Regional Spill Response Unit. Notification to the NYSDEC (1-800-457-7362) must be completed within two hours of the discovery of the spill.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to absorbent pads, brooms, dust pans, mops, rags, gloves, goggles, activate clay, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with spilled substance.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.

SPILL RESPONSE REPORT

Within 1 hour of a spill discovery less than 2 gallons in volume the following must be notified:

Mike Pratt, General Manager Gore Mountain
518.251.2411

Within 1 hour of a spill discovery greater than 2 gallons the following must be notified:

Mike Pratt
NYSDEC Spill Response Hotline 1-800-457-7362
Spill Response Contractor

Material Spilled:

Approximate Volume:

Location:

Distance to nearest down gradient drainage:

Distance to nearest down gradient open water:

Temporary control measures in place:

Appendix 4
Forms for the Stormwater Pollution Prevention Plan

Gore Mountain 2005 UMP Amendment SWPPP INSPECTION REPORT

Inspector Name _____

Signature _____

Date of Inspection _____

Inspection # _____

YES **NO**

- ☐ ☐ Routine Inspection.
☐ ☐ Inspection following rain event.

Date of last inspection: _____

Date/time of storm ending: _____

Rainfall amount: _____

Recorded by: _____

- ☐ ☐ Is this a final site inspection?
☐ ☐ Has site undergone final stabilization?
☐ ☐ If so, have all temporary erosion and sediment controls been removed?

REPORT CHECKLIST

Complete the following report checklist and key issue items to attached site plan.

1. Site Disturbance (Indicate Locations on Plan)**YES** **NO**

- ☐ ☐ 1.1 Areas previously disturbed, but have not undergone active site work in the last 14 days?
☐ ☐ 1.2 Areas disturbed within last 14 days?
☐ ☐ 1.3 Areas expected to be disturbed in next 14 days?
☐ ☐ 1.4 Do areas of steep slopes or complex stabilization issues exist?
 If "YES" explain _____

Additional Comments: _____

 _____**2. Inspection of Control Devices****YES** **NO**

- ☐ ☐ 2.1 Perimeter controls (silt fences) installed?
 Type _____
☐ ☐ 2.2 Silt accumulation?
 Amount (%) _____
☐ ☐ 2.3 Inlet protection?
 Type _____
☐ ☐ 2.4 Silt accumulation?
 Amount (%) _____

Additional Comments: _____

_____**3. Stabilization****YES** **NO**

- | | | | |
|--------------------------|--------------------------|---------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 3.1 | Are all existing disturbed areas contained by control devices?
Type of devices _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.2 | Are there areas that require stabilization within the next 14 days?
Specify Area _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.3 | In recently or previously stabilized areas, is there evidence of permanent or temporary stabilization measures that have been implemented where work has ceased for 14-21 days? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.4 | Is there current snow cover or frozen ground conditions? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.5 | Rills or gullies? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.6 | Slumping/deposition? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.7 | Loss of vegetation? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.8 | Lack of germination? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3.9 | Loss of mulching? |
| <input type="checkbox"/> | <input type="checkbox"/> | Action Items: _____

_____ | |

4. Receiving Structures/Water BodiesIndicate locations where runoff leaves the project site on the site plan.
_____**YES** **NO**

- | | | | |
|--------------------------|--------------------------|-----|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | 4.2 | Surface water swale or stream? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.3 | Municipal or community system? |
| | | 4.4 | Indicate drainage pathways.
_____ |

Inspect locations where runoff from project site enters the receiving waters and indicate if there is evidence of:

- | | | | |
|--------------------------|--------------------------|---------------------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | 4.5 | Rills or gullies? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.6 | Slumping/deposition? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.7 | Loss of vegetation? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4.8 | Undermining of structures? |
| <input type="checkbox"/> | <input type="checkbox"/> | Action Items: _____

_____ | |

5. General Site Condition

YES NO
☐ ☐

5.1 Have action items from previous reports been addressed?

5.2 Contractors summary on pertinent progress last 7 days.

5.3 Anticipated work to be begun in the next 7 days.

☐ ☐ 5.4 Does routine maintenance of protection components occur on a regular basis?

☐ ☐ 5.5 Does cleaning and/or sweeping affected roadways occur, at minimum, daily?

☐ ☐ 5.6 Is debris and litter removed on a monthly basis, or as necessary?

☐ ☐ 5.7 Is the site maintained in an orderly manner?

Additional Comments:

SUMMARY OF ACTION ITEMS

Action
1.
2.
3.
4.
5.
6.
7.

Action Reported To:

Company:

Received By: (Signature)

Construction Activities (Identify name of planned practices)	Start → Stop
1. <i>Establish Limits of Disturbance.</i> Work areas shall be clearly defined by appropriate means. This may include measures such as flagging tape or paint marks on trees at the limits of clearing for ski trails marked stakes installed in the ground, or other suitable methods to clearly define the limits outside which soil disturbing activities are not permitted.	
2. <i>Vegetation Removal.</i> Cut trees and shrubs within defined work areas. Wherever feasible chip tree tops and smaller growth on site.	
3. <i>Install Structural Erosion Control.</i> Water bars, silt fence, straw bale dikes, wattles. See details in Section 6 below "Stormwater Controls".	
4. <i>Grub Stumps.</i> Stumps shall be grubbed only after structural erosion control is in place. Wherever possible, stumps shall be left in place or cut to grade in order to hold soil in place.	
5. <i>Prepare Final Grades.</i> Grade disturbed areas to create final as-built elevations. Earthwork activities are designed to be localized and not involve large quantities of cuts and fills. The need to stockpile soil or transport bulk materials across the site is not anticipated. Should the need arise to temporarily stockpile soils during grading operations, stockpiles shall be surrounded with silt fence.	
6. <i>Stabilize Disturbed Areas:</i> Stabilization shall be put in place as soon as practical after final grades are established. Stabilization shall be put in place no more than seven days after establishing final grades.	
For ski trails, stabilization will be in the form of seeding. More details on acceptable vegetation stabilization measures are provided below.	
7. <i>Remove Temporary Structural Erosion Controls.</i> Silt fences and other erosion and sediment controls shall be removed only after the areas which they are serving have become permanently stabilized by vegetative or other means.	

**STORM WATER POLLUTION PREVENTION PLAN
PLAN CHANGES, AUTHORIZATION, AND CHANGE CERTIFICATION**

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

REQUESTED BY: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

CERTIFICATION OF CHANGES:

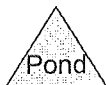
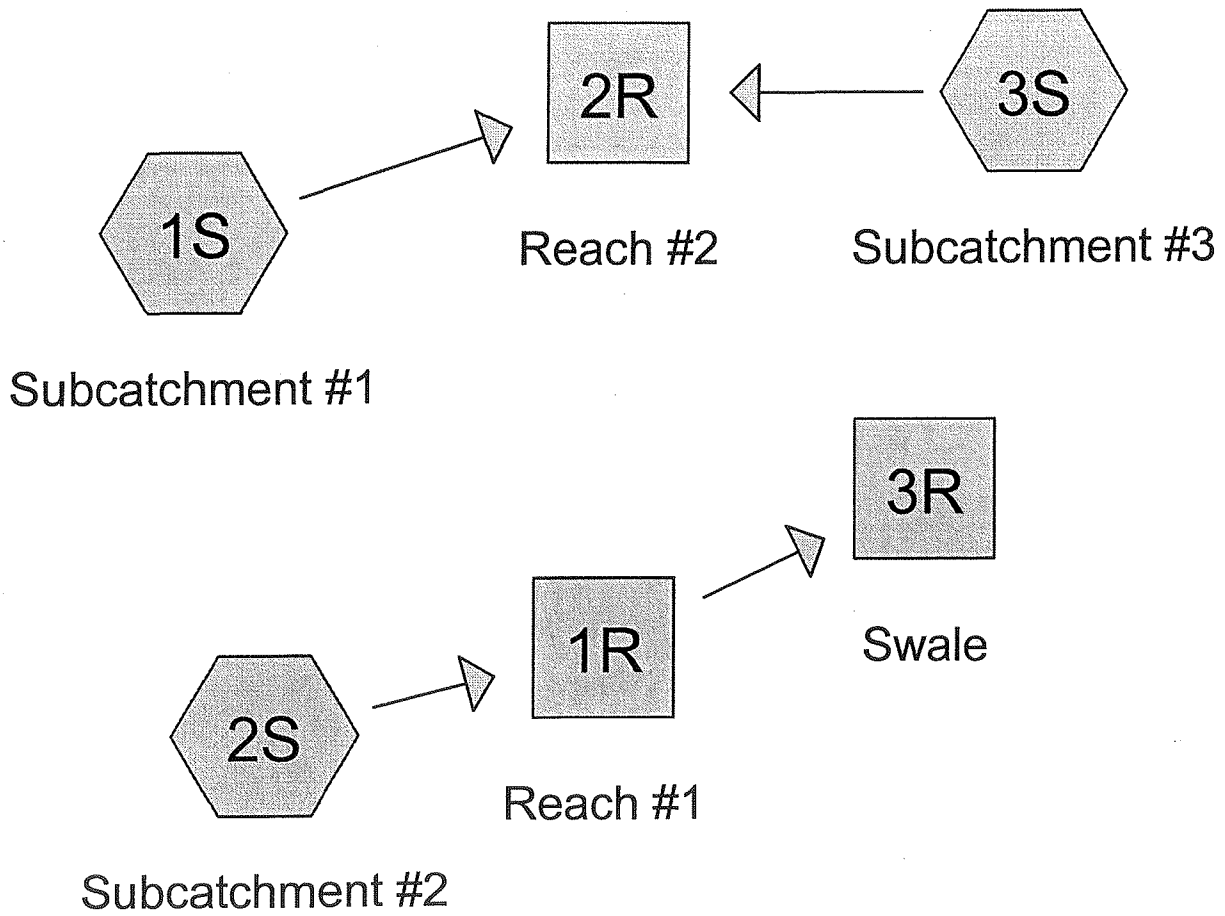
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that false statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the penal code.

SIGNATURE: _____

DATE: _____

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Stormwater Management Report



Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=554,701 sf Runoff Depth=2.23"

Flow Length=1,866' Tc=16.6 min CN=73 Runoff=37.87 cfs 2.365 af

Subcatchment 2S: Subcatchment #2

Runoff Area=188,382 sf Runoff Depth=2.24"

Flow Length=1,103' Tc=9.4 min CN=73 Runoff=16.36 cfs 0.806 af

Subcatchment 3S: Subcatchment #3

Runoff Area=20,615 sf Runoff Depth=3.82"

Flow Length=130' Tc=1.8 min CN=90 Runoff=3.42 cfs 0.151 af

Reach 1R: Reach #1

Peak Depth=1.20' Max Vel=7.6 fps Inflow=16.36 cfs 0.806 af

n=0.035 L=73.0' S=0.0685 ' Capacity=25.68 cfs Outflow=16.21 cfs 0.805 af

Reach 2R: Reach #2

Peak Depth=1.91' Max Vel=9.0 fps Inflow=38.31 cfs 2.516 af

n=0.035 L=593.0' S=0.0632 ' Capacity=24.68 cfs Outflow=37.28 cfs 2.512 af

Reach 3R: Swale

Peak Depth=0.68' Max Vel=17.0 fps Inflow=16.21 cfs 0.805 af

n=0.012 L=426.0' S=0.0728 ' Capacity=221.90 cfs Outflow=15.92 cfs 0.805 af

Total Runoff Area = 17.532 ac Runoff Volume = 3.322 af Average Runoff Depth = 2.27"

Subcatchment 1S: Subcatchment #1

Runoff = 37.87 cfs @ 12.09 hrs, Volume= 2.365 af, Depth= 2.23"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 100yr Rainfall=5.20"

Area (sf)	CN	Description
554,701	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	1,866	0.1500	1.9		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 16.36 cfs @ 12.01 hrs, Volume= 0.806 af, Depth= 2.24"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 100yr Rainfall=5.20"

Area (sf)	CN	Description
188,382	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.4	1,103	0.2000	1.9		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 3.42 cfs @ 11.91 hrs, Volume= 0.151 af, Depth= 3.82"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 100yr Rainfall=5.20"

Area (sf)	CN	Description
12,301	98	Paved parking & roofs
8,314	79	50-75% Grass cover, Fair, HSG C
20,615	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	130	0.0600	1.2		Lag/CN Method,

Reach 1R: Reach #1

Inflow Area = 4.325 ac, Inflow Depth = 2.24" for Existing 100yr event
Inflow = 16.36 cfs @ 12.01 hrs, Volume= 0.806 af
Outflow = 16.21 cfs @ 12.02 hrs, Volume= 0.805 af, Atten= 1%, Lag= 0.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 7.6 fps, Min. Travel Time= 0.2 min
Avg. Velocity= 2.9 fps, Avg. Travel Time= 0.4 min

Peak Depth= 1.20' @ 12.01 hrs
Capacity at bank full= 25.68 cfs
Inlet Invert= 1,115.00', Outlet Invert= 1,110.00'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 73.0' Slope= 0.0685 1'

Reach 2R: Reach #2

Inflow Area = 13.207 ac, Inflow Depth = 2.29" for Existing 100yr event
Inflow = 38.31 cfs @ 12.09 hrs, Volume= 2.516 af
Outflow = 37.28 cfs @ 12.13 hrs, Volume= 2.512 af, Atten= 3%, Lag= 2.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 9.0 fps, Min. Travel Time= 1.1 min
Avg. Velocity= 3.1 fps, Avg. Travel Time= 3.2 min

Peak Depth= 1.91' @ 12.11 hrs
Capacity at bank full= 24.68 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,072.50'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 593.0' Slope= 0.0632 1'

Reach 3R: Swale

Inflow Area = 4.325 ac, Inflow Depth = 2.23" for Existing 100yr event
Inflow = 16.21 cfs @ 12.02 hrs, Volume= 0.805 af
Outflow = 15.92 cfs @ 12.03 hrs, Volume= 0.805 af, Atten= 2%, Lag= 0.8 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 17.0 fps, Min. Travel Time= 0.4 min
Avg. Velocity= 6.2 fps, Avg. Travel Time= 1.1 min

Peak Depth= 0.68' @ 12.02 hrs
Capacity at bank full= 221.90 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,079.00'
4.00' x 2.50' deep Parabolic Channel, n= 0.012 Length= 426.0' Slope= 0.0728 1'

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=554,701 sf Runoff Depth=1.25"

Flow Length=1,866' Tc=16.6 min CN=73 Runoff=21.04 cfs 1.328 af

Subcatchment 2S: Subcatchment #2

Runoff Area=188,382 sf Runoff Depth=1.26"

Flow Length=1,103' Tc=9.4 min CN=73 Runoff=9.19 cfs 0.452 af

Subcatchment 3S: Subcatchment #3

Runoff Area=20,615 sf Runoff Depth=2.56"

Flow Length=130' Tc=1.8 min CN=90 Runoff=2.35 cfs 0.101 af

Reach 1R: Reach #1

Peak Depth=0.90' Max Vel=6.6 fps Inflow=9.19 cfs 0.452 af

n=0.035 L=73.0' S=0.0685 '/' Capacity=25.68 cfs Outflow=9.08 cfs 0.452 af

Reach 2R: Reach #2

Peak Depth=1.39' Max Vel=7.9 fps Inflow=21.34 cfs 1.429 af

n=0.035 L=593.0' S=0.0632 '/' Capacity=24.68 cfs Outflow=20.73 cfs 1.426 af

Reach 3R: Swale

Peak Depth=0.51' Max Vel=14.5 fps Inflow=9.08 cfs 0.452 af

n=0.012 L=426.0' S=0.0728 '/' Capacity=221.90 cfs Outflow=8.92 cfs 0.452 af

Total Runoff Area = 17.532 ac Runoff Volume = 1.881 af Average Runoff Depth = 1.29"

Subcatchment 1S: Subcatchment #1

Runoff = 21.04 cfs @ 12.10 hrs, Volume= 1.328 af, Depth= 1.25"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 10yr Rainfall=3.80"

Area (sf)	CN	Description
554,701	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	1,866	0.1500	1.9		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 9.19 cfs @ 12.02 hrs, Volume= 0.452 af, Depth= 1.26"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 10yr Rainfall=3.80"

Area (sf)	CN	Description
188,382	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.4	1,103	0.2000	1.9		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 2.35 cfs @ 11.91 hrs, Volume= 0.101 af, Depth= 2.56"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 10yr Rainfall=3.80"

Area (sf)	CN	Description
12,301	98	Paved parking & roofs
8,314	79	50-75% Grass cover, Fair, HSG C
20,615	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	130	0.0600	1.2		Lag/CN Method,

Reach 1R: Reach #1

Inflow Area = 4.325 ac, Inflow Depth = 1.26" for Existing 10yr event
Inflow = 9.19 cfs @ 12.02 hrs, Volume= 0.452 af
Outflow = 9.08 cfs @ 12.02 hrs, Volume= 0.452 af, Atten= 1%, Lag= 0.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 6.6 fps, Min. Travel Time= 0.2 min
Avg. Velocity = 2.6 fps, Avg. Travel Time= 0.5 min

Peak Depth= 0.90' @ 12.02 hrs
Capacity at bank full= 25.68 cfs
Inlet Invert= 1,115.00', Outlet Invert= 1,110.00'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 73.0' Slope= 0.0685 '/'

Reach 2R: Reach #2

Inflow Area = 13.207 ac, Inflow Depth = 1.30" for Existing 10yr event
Inflow = 21.34 cfs @ 12.10 hrs, Volume= 1.429 af
Outflow = 20.73 cfs @ 12.14 hrs, Volume= 1.426 af, Atten= 3%, Lag= 2.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 7.9 fps, Min. Travel Time= 1.3 min
Avg. Velocity = 2.6 fps, Avg. Travel Time= 3.8 min

Peak Depth= 1.39' @ 12.11 hrs
Capacity at bank full= 24.68 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,072.50'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 593.0' Slope= 0.0632 '/'

Reach 3R: Swale

Inflow Area = 4.325 ac, Inflow Depth = 1.25" for Existing 10yr event
Inflow = 9.08 cfs @ 12.02 hrs, Volume= 0.452 af
Outflow = 8.92 cfs @ 12.04 hrs, Volume= 0.452 af, Atten= 2%, Lag= 0.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 14.5 fps, Min. Travel Time= 0.5 min
Avg. Velocity = 5.6 fps, Avg. Travel Time= 1.3 min

Peak Depth= 0.51' @ 12.03 hrs
Capacity at bank full= 221.90 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,079.00'
4.00' x 2.50' deep Parabolic Channel, n= 0.012 Length= 426.0' Slope= 0.0728 '/'

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=554,701 sf Runoff Depth=0.36"

Flow Length=1,866' Tc=16.6 min CN=73 Runoff=5.21 cfs 0.382 af

Subcatchment 2S: Subcatchment #2

Runoff Area=188,382 sf Runoff Depth=0.36"

Flow Length=1,103' Tc=9.4 min CN=73 Runoff=2.38 cfs 0.130 af

Subcatchment 3S: Subcatchment #3

Runoff Area=20,615 sf Runoff Depth=1.17"

Flow Length=130' Tc=1.8 min CN=90 Runoff=1.13 cfs 0.046 af

Reach 1R: Reach #1

Peak Depth=0.47' Max Vel=4.6 fps Inflow=2.38 cfs 0.130 af

n=0.035 L=73.0' S=0.0685 '/' Capacity=25.68 cfs Outflow=2.35 cfs 0.130 af

Reach 2R: Reach #2

Peak Depth=0.70' Max Vel=5.5 fps Inflow=5.36 cfs 0.428 af

n=0.035 L=593.0' S=0.0632 '/' Capacity=24.68 cfs Outflow=5.15 cfs 0.427 af

Reach 3R: Swale

Peak Depth=0.27' Max Vel=10.0 fps Inflow=2.35 cfs 0.130 af

n=0.012 L=426.0' S=0.0728 '/' Capacity=221.90 cfs Outflow=2.28 cfs 0.130 af

Total Runoff Area = 17.532 ac Runoff Volume = 0.559 af Average Runoff Depth = 0.38"

Subcatchment 1S: Subcatchment #1

Runoff = 5.21 cfs @ 12.12 hrs, Volume= 0.382 af, Depth= 0.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 1yr Rainfall=2.20"

Area (sf)	CN	Description
554,701	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	1,866	0.1500	1.9		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 2.38 cfs @ 12.03 hrs, Volume= 0.130 af, Depth= 0.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 1yr Rainfall=2.20"

Area (sf)	CN	Description
188,382	73	Woods, Fair, HSG C

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.4	1,103	0.2000	1.9		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 1.13 cfs @ 11.92 hrs, Volume= 0.046 af, Depth= 1.17"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Existing 1yr Rainfall=2.20"

Area (sf)	CN	Description
12,301	98	Paved parking & roofs
8,314	79	50-75% Grass cover, Fair, HSG C
20,615	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	130	0.0600	1.2		Lag/CN Method,

Reach 1R: Reach #1

Inflow Area = 4.325 ac, Inflow Depth = 0.36" for Existing 1yr event
Inflow = 2.38 cfs @ 12.03 hrs, Volume= 0.130 af
Outflow = 2.35 cfs @ 12.04 hrs, Volume= 0.130 af, Atten= 1%, Lag= 0.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 4.6 fps, Min. Travel Time= 0.3 min
Avg. Velocity = 2.0 fps, Avg. Travel Time= 0.6 min

Peak Depth= 0.47' @ 12.04 hrs
Capacity at bank full= 25.68 cfs
Inlet Invert= 1,115.00', Outlet Invert= 1,110.00'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 73.0' Slope= 0.0685 '/'

Reach 2R: Reach #2

Inflow Area = 13.207 ac, Inflow Depth = 0.39" for Existing 1yr event
Inflow = 5.36 cfs @ 12.12 hrs, Volume= 0.428 af
Outflow = 5.15 cfs @ 12.17 hrs, Volume= 0.427 af, Atten= 4%, Lag= 3.4 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 5.5 fps, Min. Travel Time= 1.8 min
Avg. Velocity = 2.1 fps, Avg. Travel Time= 4.7 min

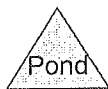
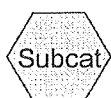
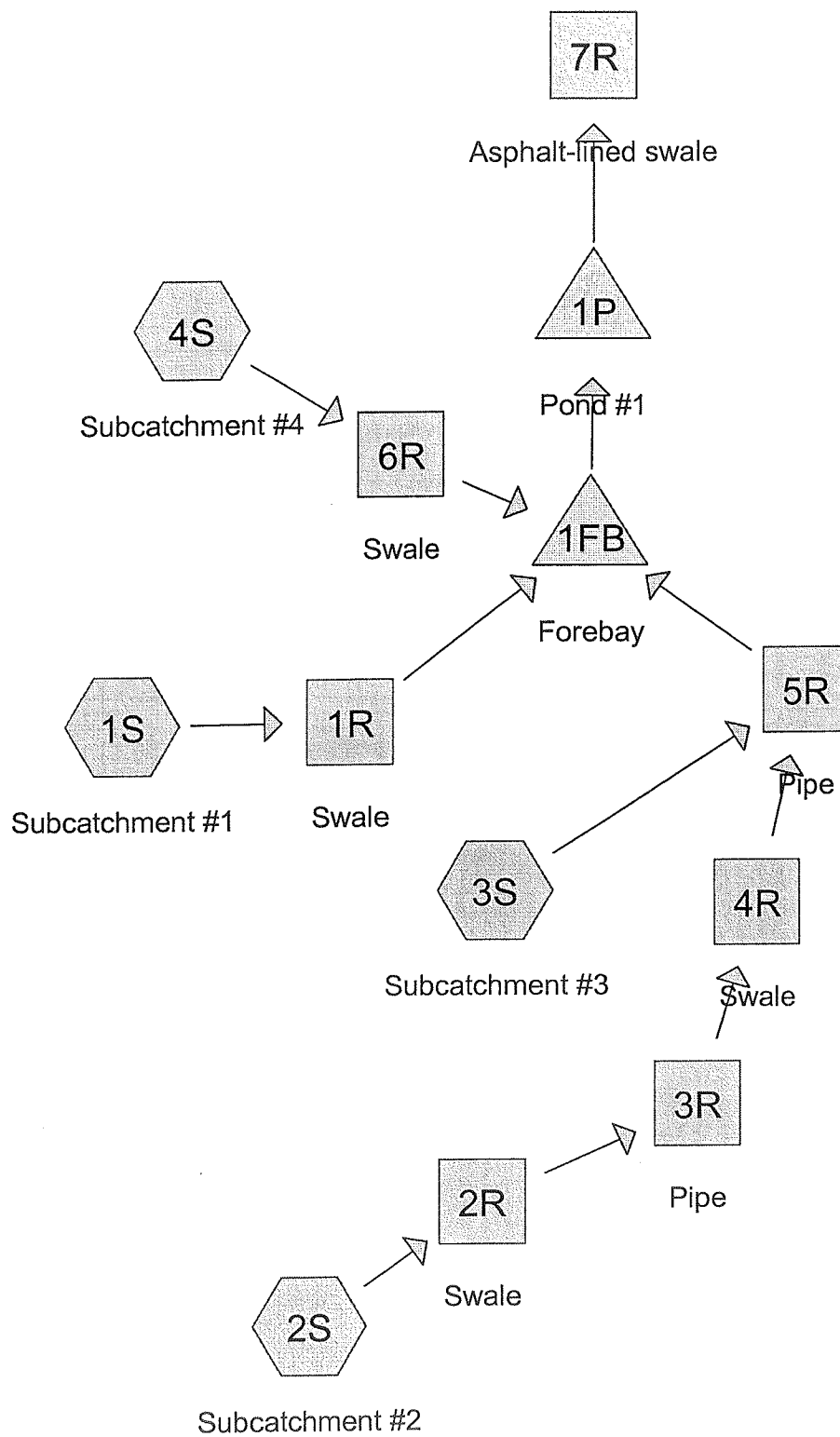
Peak Depth= 0.70' @ 12.14 hrs
Capacity at bank full= 24.68 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,072.50'
3.00' x 1.50' deep Parabolic Channel, n= 0.035 Length= 593.0' Slope= 0.0632 '/'

Reach 3R: Swale

Inflow Area = 4.325 ac, Inflow Depth = 0.36" for Existing 1yr event
Inflow = 2.35 cfs @ 12.04 hrs, Volume= 0.130 af
Outflow = 2.28 cfs @ 12.06 hrs, Volume= 0.130 af, Atten= 3%, Lag= 1.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 10.0 fps, Min. Travel Time= 0.7 min
Avg. Velocity = 4.3 fps, Avg. Travel Time= 1.6 min

Peak Depth= 0.27' @ 12.05 hrs
Capacity at bank full= 221.90 cfs
Inlet Invert= 1,110.00', Outlet Invert= 1,079.00'
4.00' x 2.50' deep Parabolic Channel, n= 0.012 Length= 426.0' Slope= 0.0728 '/'



Drainage Diagram for 5037UMP_park_prop
 Prepared by The LA Group 10/31/2005
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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=448,592 sf Runoff Depth=2.15"

Flow Length=1,200' Tc=12.0 min CN=72 Runoff=34.37 cfs 1.846 af

Subcatchment 2S: Subcatchment #2

Runoff Area=8,814 sf Runoff Depth=2.16"

Flow Length=90' Tc=1.2 min CN=72 Runoff=0.94 cfs 0.036 af

Subcatchment 3S: Subcatchment #3

Runoff Area=98,146 sf Runoff Depth=3.32"

Flow Length=260' Tc=4.1 min CN=85 Runoff=14.40 cfs 0.623 af

Subcatchment 4S: Subcatchment #4

Runoff Area=151,266 sf Runoff Depth=2.49"

Flow Length=1,470' Tc=9.8 min CN=76 Runoff=14.31 cfs 0.720 af

Reach 1R: Swale

Peak Depth=1.30' Max Vel=8.0 fps Inflow=34.37 cfs 1.846 af

n=0.035 L=776.0' S=0.0528 '/' Capacity=81.71 cfs Outflow=32.73 cfs 1.841 af

Reach 2R: Swale

Peak Depth=0.20' Max Vel=3.7 fps Inflow=0.94 cfs 0.036 af

n=0.035 L=79.0' S=0.1139 '/' Capacity=119.98 cfs Outflow=0.90 cfs 0.036 af

Reach 3R: Pipe

Peak Depth=0.40' Max Vel=3.1 fps Inflow=0.90 cfs 0.036 af

D=12.0" n=0.012 L=58.0' S=0.0050 '/' Capacity=2.73 cfs Outflow=0.90 cfs 0.036 af

Reach 4R: Swale

Peak Depth=0.21' Max Vel=2.6 fps Inflow=0.90 cfs 0.036 af

n=0.035 L=633.0' S=0.0552 '/' Capacity=212.79 cfs Outflow=0.75 cfs 0.036 af

Reach 5R: Pipe

Peak Depth=1.25' Max Vel=9.1 fps Inflow=14.90 cfs 0.659 af

D=15.0" n=0.012 L=76.0' S=0.0200 '/' Capacity=9.90 cfs Outflow=9.90 cfs 0.659 af

Reach 6R: Swale

Peak Depth=1.06' Max Vel=4.6 fps Inflow=14.31 cfs 0.720 af

n=0.035 L=221.0' S=0.0226 '/' Capacity=53.47 cfs Outflow=13.89 cfs 0.719 af

Reach 7R: Asphalt-lined swale

Peak Depth=0.58' Max Vel=9.9 fps Inflow=7.32 cfs 1.493 af

n=0.014 L=480.0' S=0.0396 '/' Capacity=344.55 cfs Outflow=7.31 cfs 1.493 af

Pond 1FB: Forebay

Peak Elev=1,095.77' Storage=846 cf Inflow=54.78 cfs 3.219 af

Discarded=0.13 cfs 0.082 af Primary=54.56 cfs 3.136 af Outflow=54.69 cfs 3.218 af

Pond 1P: Pond #1

Peak Elev=1,096.24' Storage=60,971 cf Inflow=54.56 cfs 3.136 af

Discarded=2.13 cfs 1.249 af Primary=7.32 cfs 1.493 af Outflow=9.45 cfs 2.743 af

Total Runoff Area = 16.226 ac Runoff Volume = 3.226 af Average Runoff Depth = 2.39"

Subcatchment 1S: Subcatchment #1

Runoff = 34.37 cfs @ 12.04 hrs, Volume= 1.846 af, Depth= 2.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 100yr Rainfall=5.20"

Area (sf)	CN	Description
357,704	73	Woods, Fair, HSG C
90,888	70	Brush, Fair, HSG C
448,592	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	1,200	0.1500	1.7		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 0.94 cfs @ 11.91 hrs, Volume= 0.036 af, Depth= 2.16"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 100yr Rainfall=5.20"

Area (sf)	CN	Description
4,983	73	Woods, Fair, HSG C
3,831	70	Brush, Fair, HSG C
8,814	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	90	0.2300	1.2		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 14.40 cfs @ 11.94 hrs, Volume= 0.623 af, Depth= 3.32"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 100yr Rainfall=5.20"

Area (sf)	CN	Description
4,015	98	Paved parking & roofs
68,986	89	Gravel roads, HSG C
12,433	70	Brush, Fair, HSG C
12,712	73	Woods, Fair, HSG C
98,146	85	Weighted Average

5037UMP_park_prop

Type II 24-hr Prop 100yr Rainfall=5.20"

Prepared by The LA Group

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10/31/2005

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.1	260	0.0500	1.1		Lag/CN Method,

Subcatchment 4S: Subcatchment #4

Runoff = 14.31 cfs @ 12.01 hrs, Volume= 0.720 af, Depth= 2.49"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 100yr Rainfall=5.20"

Area (sf)	CN	Description
6,608	98	Paved parking & roofs
16,943	89	Gravel roads, HSG C
25,324	74	>75% Grass cover, Good, HSG C
102,391	73	Woods, Fair, HSG C
151,266	76	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	1,470	0.2500	2.5		Lag/CN Method, Overland flow

Reach 1R: Swale

Inflow Area = 10.298 ac, Inflow Depth = 2.15" for Prop 100yr event
Inflow = 34.37 cfs @ 12.04 hrs, Volume= 1.846 af
Outflow = 32.73 cfs @ 12.09 hrs, Volume= 1.841 af, Atten= 5%, Lag= 2.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 8.0 fps, Min. Travel Time= 1.6 min
Avg. Velocity = 2.9 fps, Avg. Travel Time= 4.4 min

Peak Depth= 1.30' @ 12.06 hrs
Capacity at bank full= 81.71 cfs
Inlet Invert= 1,141.00', Outlet Invert= 1,100.00'
6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 776.0' Slope= 0.0528 '/'

Reach 2R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 2.16" for Prop 100yr event
Inflow = 0.94 cfs @ 11.91 hrs, Volume= 0.036 af
Outflow = 0.90 cfs @ 11.92 hrs, Volume= 0.036 af, Atten= 4%, Lag= 0.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 3.7 fps, Min. Travel Time= 0.4 min
Avg. Velocity = 1.2 fps, Avg. Travel Time= 1.1 min

Peak Depth= 0.20' @ 11.91 hrs

Capacity at bank full= 119.98 cfs

Inlet Invert= 1,141.00', Outlet Invert= 1,132.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 79.0' Slope= 0.1139 '/'

Reach 3R: Pipe

Inflow Area = 0.202 ac, Inflow Depth = 2.16" for Prop 100yr event

Inflow = 0.90 cfs @ 11.92 hrs, Volume= 0.036 af

Outflow = 0.90 cfs @ 11.93 hrs, Volume= 0.036 af, Atten= 1%, Lag= 0.6 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 3.1 fps, Min. Travel Time= 0.3 min

Avg. Velocity = 1.0 fps, Avg. Travel Time= 0.9 min

Peak Depth= 0.40' @ 11.93 hrs

Capacity at bank full= 2.73 cfs

Inlet Invert= 1,132.00', Outlet Invert= 1,131.71'

12.0" Diameter Pipe n= 0.012 Length= 58.0' Slope= 0.0050 '/'

Reach 4R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 2.16" for Prop 100yr event

Inflow = 0.90 cfs @ 11.93 hrs, Volume= 0.036 af

Outflow = 0.75 cfs @ 12.03 hrs, Volume= 0.036 af, Atten= 17%, Lag= 6.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 2.6 fps, Min. Travel Time= 4.0 min

Avg. Velocity = 1.0 fps, Avg. Travel Time= 11.0 min

Peak Depth= 0.21' @ 11.96 hrs

Capacity at bank full= 212.79 cfs

Inlet Invert= 1,131.71', Outlet Invert= 1,096.75'

8.00' x 3.00' deep Parabolic Channel, n= 0.035 Length= 633.0' Slope= 0.0552 '/'

Reach 5R: Pipe

Inflow Area = 2.455 ac, Inflow Depth = 3.22" for Prop 100yr event

Inflow = 14.90 cfs @ 11.95 hrs, Volume= 0.659 af

Outflow = 9.90 cfs @ 11.95 hrs, Volume= 0.659 af, Atten= 34%, Lag= 0.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 9.1 fps, Min. Travel Time= 0.1 min

Avg. Velocity = 3.4 fps, Avg. Travel Time= 0.4 min

Peak Depth= 1.25' @ 11.90 hrs

Capacity at bank full= 9.90 cfs

Inlet Invert= 1,096.75', Outlet Invert= 1,095.23'

15.0" Diameter Pipe n= 0.012 Length= 76.0' Slope= 0.0200 '/'

Reach 6R: Swale

Inflow Area = 3.473 ac, Inflow Depth = 2.49" for Prop 100yr event
 Inflow = 14.31 cfs @ 12.01 hrs, Volume= 0.720 af
 Outflow = 13.89 cfs @ 12.04 hrs, Volume= 0.719 af, Atten= 3%, Lag= 1.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 4.6 fps, Min. Travel Time= 0.8 min

Avg. Velocity= 1.6 fps, Avg. Travel Time= 2.3 min

Peak Depth= 1.06' @ 12.03 hrs

Capacity at bank full= 53.47 cfs

Inlet Invert= 1,105.00', Outlet Invert= 1,100.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 221.0' Slope= 0.0226 '/'

Reach 7R: Asphalt-lined swale

Inflow Area = 16.226 ac, Inflow Depth = 1.10" for Prop 100yr event
 Inflow = 7.32 cfs @ 12.46 hrs, Volume= 1.493 af
 Outflow = 7.31 cfs @ 12.48 hrs, Volume= 1.493 af, Atten= 0%, Lag= 1.4 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 9.9 fps, Min. Travel Time= 0.8 min

Avg. Velocity= 6.1 fps, Avg. Travel Time= 1.3 min

Peak Depth= 0.58' @ 12.47 hrs

Capacity at bank full= 344.55 cfs

Inlet Invert= 1,079.00', Outlet Invert= 1,060.00'

5.00' x 4.00' deep Parabolic Channel, n= 0.014 Length= 480.0' Slope= 0.0396 '/'

Pond 1FB: Forebay

Inflow Area = 16.226 ac, Inflow Depth = 2.38" for Prop 100yr event
 Inflow = 54.78 cfs @ 12.06 hrs, Volume= 3.219 af
 Outflow = 54.69 cfs @ 12.07 hrs, Volume= 3.218 af, Atten= 0%, Lag= 0.2 min
 Discarded = 0.13 cfs @ 12.07 hrs, Volume= 0.082 af
 Primary = 54.56 cfs @ 12.07 hrs, Volume= 3.136 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,095.77' @ 12.07 hrs Surf.Area= 720 sf Storage= 846 cf

Plug-Flow detention time= 0.5 min calculated for 3.207 af (100% of inflow)

Center-of-Mass det. time= 0.4 min (792.3 - 791.9)

#	Invert	Avail.Storage	Storage Description		
1	1,095.00'	5,480 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,095.00	523	91.0	0	0	523
1,100.00	1,796	159.0	5,480	5,480	2,013

#	Routing	Invert	Outlet Devices
1	Primary	1,095.00'	30.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=0.13 cfs @ 12.07 hrs HW=1,095.76' (Free Discharge)

↑ **2=Exfiltration** (Exfiltration Controls 0.13 cfs)

Primary OutFlow Max=53.48 cfs @ 12.07 hrs HW=1,095.76' (Free Discharge)

↑ **1=Broad-Crested Rectangular Weir** (Weir Controls 53.48 cfs @ 2.3 fps)

Pond 1P: Pond #1

Inflow Area = 16.226 ac, Inflow Depth = 2.32" for Prop 100yr event
 Inflow = 54.56 cfs @ 12.07 hrs, Volume= 3.136 af
 Outflow = 9.45 cfs @ 12.46 hrs, Volume= 2.743 af, Atten= 83%, Lag= 23.5 min
 Discarded = 2.13 cfs @ 12.46 hrs, Volume= 1.249 af
 Primary = 7.32 cfs @ 12.46 hrs, Volume= 1.493 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,096.24' @ 12.46 hrs Surf.Area= 10,814 sf Storage= 60,971 cf
 Plug-Flow detention time= 105.5 min calculated for 2.733 af (87% of inflow)
 Center-of-Mass det. time= 66.3 min (856.0 - 789.8)

#	Invert	Avail.Storage	Storage Description		
1	1,090.00'	97,669 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,090.00	6,560	306.0	0	0	6,560
1,100.00	13,374	446.0	97,669	97,669	15,743

#	Routing	Invert	Outlet Devices
1	Primary	1,092.00'	12.0" x 83.0' long Culvert Ke= 0.500 Outlet Invert= 1,080.00' S= 0.1446 '/' n= 0.012 Cc= 0.900
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=2.13 cfs @ 12.46 hrs HW=1,096.24' (Free Discharge)

↑ **2=Exfiltration** (Exfiltration Controls 2.13 cfs)

Primary OutFlow Max=7.31 cfs @ 12.46 hrs HW=1,096.24' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 7.31 cfs @ 9.3 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=448,592 sf Runoff Depth=1.19"

Flow Length=1,200' Tc=12.0 min CN=72 Runoff=18.93 cfs 1.024 af

Subcatchment 2S: Subcatchment #2

Runoff Area=8,814 sf Runoff Depth=1.20"

Flow Length=90' Tc=1.2 min CN=72 Runoff=0.53 cfs 0.020 af

Subcatchment 3S: Subcatchment #3

Runoff Area=98,146 sf Runoff Depth=2.12"

Flow Length=260' Tc=4.1 min CN=85 Runoff=9.45 cfs 0.398 af

Subcatchment 4S: Subcatchment #4

Runoff Area=151,266 sf Runoff Depth=1.45"

Flow Length=1,470' Tc=9.8 min CN=76 Runoff=8.38 cfs 0.419 af

Reach 1R: Swale

Peak Depth=0.98' Max Vel=6.7 fps Inflow=18.93 cfs 1.024 af

n=0.035 L=776.0' S=0.0528 ' Capacity=81.71 cfs Outflow=17.93 cfs 1.020 af

Reach 2R: Swale

Peak Depth=0.15' Max Vel=3.1 fps Inflow=0.53 cfs 0.020 af

n=0.035 L=79.0' S=0.1139 ' Capacity=119.98 cfs Outflow=0.51 cfs 0.020 af

Reach 3R: Pipe

Peak Depth=0.29' Max Vel=2.6 fps Inflow=0.51 cfs 0.020 af

D=12.0" n=0.012 L=58.0' S=0.0050 ' Capacity=2.73 cfs Outflow=0.50 cfs 0.020 af

Reach 4R: Swale

Peak Depth=0.15' Max Vel=2.2 fps Inflow=0.50 cfs 0.020 af

n=0.035 L=633.0' S=0.0552 ' Capacity=212.79 cfs Outflow=0.39 cfs 0.020 af

Reach 5R: Pipe

Peak Depth=0.99' Max Vel=9.2 fps Inflow=9.64 cfs 0.418 af

D=15.0" n=0.012 L=76.0' S=0.0200 ' Capacity=9.90 cfs Outflow=9.51 cfs 0.417 af

Reach 6R: Swale

Peak Depth=0.82' Max Vel=4.0 fps Inflow=8.38 cfs 0.419 af

n=0.035 L=221.0' S=0.0226 ' Capacity=53.47 cfs Outflow=8.10 cfs 0.418 af

Reach 7R: Asphalt-lined swale

Peak Depth=0.42' Max Vel=8.2 fps Inflow=3.71 cfs 0.487 af

n=0.014 L=480.0' S=0.0396 ' Capacity=344.55 cfs Outflow=3.70 cfs 0.487 af

Pond 1FB: Forebay

Peak Elev=1,095.50' Storage=548 cf Inflow=27.90 cfs 1.855 af

Discarded=0.12 cfs 0.069 af Primary=27.77 cfs 1.786 af Outflow=27.89 cfs 1.854 af

Pond 1P: Pond #1

Peak Elev=1,093.46' Storage=33,810 cf Inflow=27.77 cfs 1.786 af

Discarded=1.69 cfs 1.057 af Primary=3.71 cfs 0.487 af Outflow=5.40 cfs 1.544 af

Total Runoff Area = 16.226 ac Runoff Volume = 1.860 af Average Runoff Depth = 1.38"

Subcatchment 1S: Subcatchment #1

Runoff = 18.93 cfs @ 12.05 hrs, Volume= 1.024 af, Depth= 1.19"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 10yr Rainfall=3.80"

Area (sf)	CN	Description
357,704	73	Woods, Fair, HSG C
90,888	70	Brush, Fair, HSG C
448,592	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	1,200	0.1500	1.7		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 0.53 cfs @ 11.91 hrs, Volume= 0.020 af, Depth= 1.20"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 10yr Rainfall=3.80"

Area (sf)	CN	Description
4,983	73	Woods, Fair, HSG C
3,831	70	Brush, Fair, HSG C
8,814	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	90	0.2300	1.2		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 9.45 cfs @ 11.95 hrs, Volume= 0.398 af, Depth= 2.12"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 10yr Rainfall=3.80"

Area (sf)	CN	Description
4,015	98	Paved parking & roofs
68,986	89	Gravel roads, HSG C
12,433	70	Brush, Fair, HSG C
12,712	73	Woods, Fair, HSG C
98,146	85	Weighted Average

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Type II 24-hr Prop 10yr Rainfall=3.80"

Prepared by The LA Group

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.1	260	0.0500	1.1		Lag/CN Method,

Subcatchment 4S: Subcatchment #4

Runoff = 8.38 cfs @ 12.02 hrs, Volume= 0.419 af, Depth= 1.45"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Type II 24-hr Prop 10yr Rainfall=3.80"

Area (sf)	CN	Description
6,608	98	Paved parking & roofs
16,943	89	Gravel roads, HSG C
25,324	74	>75% Grass cover, Good, HSG C
102,391	73	Woods, Fair, HSG C
151,266	76	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	1,470	0.2500	2.5		Lag/CN Method, Overland flow

Reach 1R: Swale

Inflow Area = 10.298 ac, Inflow Depth = 1.19" for Prop 10yr event
 Inflow = 18.93 cfs @ 12.05 hrs, Volume= 1.024 af
 Outflow = 17.93 cfs @ 12.10 hrs, Volume= 1.020 af, Atten= 5%, Lag= 3.4 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 6.7 fps, Min. Travel Time= 1.9 min

Avg. Velocity = 2.7 fps, Avg. Travel Time= 4.9 min

Peak Depth= 0.98' @ 12.07 hrs

Capacity at bank full= 81.71 cfs

Inlet Invert= 1,141.00', Outlet Invert= 1,100.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 776.0' Slope= 0.0528 '/'

Reach 2R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 1.20" for Prop 10yr event
 Inflow = 0.53 cfs @ 11.91 hrs, Volume= 0.020 af
 Outflow = 0.51 cfs @ 11.93 hrs, Volume= 0.020 af, Atten= 3%, Lag= 0.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 3.1 fps, Min. Travel Time= 0.4 min

Avg. Velocity = 1.1 fps, Avg. Travel Time= 1.2 min

Peak Depth= 0.15' @ 11.92 hrs

Capacity at bank full= 119.98 cfs

Inlet Invert= 1,141.00', Outlet Invert= 1,132.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 79.0' Slope= 0.1139 '/'

Reach 3R: Pipe

Inflow Area = 0.202 ac, Inflow Depth = 1.20" for Prop 10yr event

Inflow = 0.51 cfs @ 11.93 hrs, Volume= 0.020 af

Outflow = 0.50 cfs @ 11.94 hrs, Volume= 0.020 af, Atten= 2%, Lag= 0.6 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 2.6 fps, Min. Travel Time= 0.4 min

Avg. Velocity= 0.9 fps, Avg. Travel Time= 1.0 min

Peak Depth= 0.29' @ 11.93 hrs

Capacity at bank full= 2.73 cfs

Inlet Invert= 1,132.00', Outlet Invert= 1,131.71'

12.0" Diameter Pipe n= 0.012 Length= 58.0' Slope= 0.0050 '/'

Reach 4R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 1.20" for Prop 10yr event

Inflow = 0.50 cfs @ 11.94 hrs, Volume= 0.020 af

Outflow = 0.39 cfs @ 12.06 hrs, Volume= 0.020 af, Atten= 22%, Lag= 7.6 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 2.2 fps, Min. Travel Time= 4.9 min

Avg. Velocity= 0.9 fps, Avg. Travel Time= 12.2 min

Peak Depth= 0.15' @ 11.98 hrs

Capacity at bank full= 212.79 cfs

Inlet Invert= 1,131.71', Outlet Invert= 1,096.75'

8.00' x 3.00' deep Parabolic Channel, n= 0.035 Length= 633.0' Slope= 0.0552 '/'

Reach 5R: Pipe

Inflow Area = 2.455 ac, Inflow Depth = 2.04" for Prop 10yr event

Inflow = 9.64 cfs @ 11.95 hrs, Volume= 0.418 af

Outflow = 9.51 cfs @ 11.95 hrs, Volume= 0.417 af, Atten= 1%, Lag= 0.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 9.2 fps, Min. Travel Time= 0.1 min

Avg. Velocity= 3.1 fps, Avg. Travel Time= 0.4 min

Peak Depth= 0.99' @ 11.95 hrs

Capacity at bank full= 9.90 cfs

Inlet Invert= 1,096.75', Outlet Invert= 1,095.23'

15.0" Diameter Pipe n= 0.012 Length= 76.0' Slope= 0.0200 '/'

Reach 6R: Swale

Inflow Area = 3.473 ac, Inflow Depth = 1.45" for Prop 10yr event
 Inflow = 8.38 cfs @ 12.02 hrs, Volume= 0.419 af
 Outflow = 8.10 cfs @ 12.05 hrs, Volume= 0.418 af, Atten= 3%, Lag= 1.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 4.0 fps, Min. Travel Time= 0.9 min
 Avg. Velocity = 1.4 fps, Avg. Travel Time= 2.6 min

Peak Depth= 0.82' @ 12.03 hrs
 Capacity at bank full= 53.47 cfs
 Inlet Invert= 1,105.00', Outlet Invert= 1,100.00'
 6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 221.0' Slope= 0.0226 '/'

Reach 7R: Asphalt-lined swale

Inflow Area = 16.226 ac, Inflow Depth = 0.36" for Prop 10yr event
 Inflow = 3.71 cfs @ 12.49 hrs, Volume= 0.487 af
 Outflow = 3.70 cfs @ 12.52 hrs, Volume= 0.487 af, Atten= 0%, Lag= 1.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 8.2 fps, Min. Travel Time= 1.0 min
 Avg. Velocity = 5.2 fps, Avg. Travel Time= 1.5 min

Peak Depth= 0.42' @ 12.51 hrs
 Capacity at bank full= 344.55 cfs
 Inlet Invert= 1,079.00', Outlet Invert= 1,060.00'
 5.00' x 4.00' deep Parabolic Channel, n= 0.014 Length= 480.0' Slope= 0.0396 '/'

Pond 1FB: Forebay

Inflow Area = 16.226 ac, Inflow Depth = 1.37" for Prop 10yr event
 Inflow = 27.90 cfs @ 12.05 hrs, Volume= 1.855 af
 Outflow = 27.89 cfs @ 12.06 hrs, Volume= 1.854 af, Atten= 0%, Lag= 0.2 min
 Discarded = 0.12 cfs @ 12.06 hrs, Volume= 0.069 af
 Primary = 27.77 cfs @ 12.06 hrs, Volume= 1.786 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,095.50' @ 12.06 hrs Surf.Area= 650 sf Storage= 548 cf
 Plug-Flow detention time= 0.6 min calculated for 1.854 af (100% of inflow)
 Center-of-Mass det. time= 0.5 min (803.5 - 803.0)

#	Invert	Avail.Storage	Storage Description		
1	1,095.00'	5,480 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,095.00	523	91.0	0	0	523
1,100.00	1,796	159.0	5,480	5,480	2,013

#	Routing	Invert	Outlet Devices
1	Primary	1,095.00'	30.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=0.12 cfs @ 12.06 hrs HW=1,095.50' (Free Discharge)

↑**2=Exfiltration** (Exfiltration Controls 0.12 cfs)

Primary OutFlow Max=27.62 cfs @ 12.06 hrs HW=1,095.50' (Free Discharge)

↑**1=Broad-Crested Rectangular Weir** (Weir Controls 27.62 cfs @ 1.8 fps)

Pond 1P: Pond #1

Inflow Area = 16.226 ac, Inflow Depth = 1.32" for Prop 10yr event
 Inflow = 27.77 cfs @ 12.06 hrs, Volume= 1.786 af
 Outflow = 5.40 cfs @ 12.49 hrs, Volume= 1.544 af, Atten= 81%, Lag= 26.2 min
 Discarded = 1.69 cfs @ 12.49 hrs, Volume= 1.057 af
 Primary = 3.71 cfs @ 12.49 hrs, Volume= 0.487 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,093.46' @ 12.49 hrs Surf.Area= 8,919 sf Storage= 33,810 cf
 Plug-Flow detention time= 128.8 min calculated for 1.539 af (86% of inflow)
 Center-of-Mass det. time= 86.9 min (886.3 - 799.5)

#	Invert	Avail.Storage	Storage Description		
1	1,090.00'	97,669 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,090.00	6,560	306.0	0	0	6,560
1,100.00	13,374	446.0	97,669	97,669	15,743

#	Routing	Invert	Outlet Devices
1	Primary	1,092.00'	12.0" x 83.0' long Culvert Ke= 0.500 Outlet Invert= 1,080.00' S= 0.1446 '/' n= 0.012 Cc= 0.900
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=1.69 cfs @ 12.49 hrs HW=1,093.46' (Free Discharge)

↑**2=Exfiltration** (Exfiltration Controls 1.69 cfs)

Primary OutFlow Max=3.71 cfs @ 12.49 hrs HW=1,093.46' (Free Discharge)

↑**1=Culvert** (Inlet Controls 3.71 cfs @ 4.7 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Subcatchment #1

Runoff Area=448,592 sf Runoff Depth=0.33"

Flow Length=1,200' Tc=12.0 min CN=72 Runoff=4.52 cfs 0.284 af

Subcatchment 2S: Subcatchment #2

Runoff Area=8,814 sf Runoff Depth=0.33"

Flow Length=90' Tc=1.2 min CN=72 Runoff=0.14 cfs 0.006 af

Subcatchment 3S: Subcatchment #3

Runoff Area=98,146 sf Runoff Depth=0.86"

Flow Length=260' Tc=4.1 min CN=85 Runoff=4.00 cfs 0.162 af

Subcatchment 4S: Subcatchment #4

Runoff Area=151,266 sf Runoff Depth=0.46"

Flow Length=1,470' Tc=9.8 min CN=76 Runoff=2.54 cfs 0.133 af

Reach 1R: Swale

Peak Depth=0.49' Max Vel=4.4 fps Inflow=4.52 cfs 0.284 af

n=0.035 L=776.0' S=0.0528 '/' Capacity=81.71 cfs Outflow=4.20 cfs 0.282 af

Reach 2R: Swale

Peak Depth=0.08' Max Vel=2.0 fps Inflow=0.14 cfs 0.006 af

n=0.035 L=79.0' S=0.1139 '/' Capacity=119.98 cfs Outflow=0.13 cfs 0.006 af

Reach 3R: Pipe

Peak Depth=0.15' Max Vel=1.8 fps Inflow=0.13 cfs 0.006 af

D=12.0" n=0.012 L=58.0' S=0.0050 '/' Capacity=2.73 cfs Outflow=0.12 cfs 0.006 af

Reach 4R: Swale

Peak Depth=0.07' Max Vel=1.3 fps Inflow=0.12 cfs 0.006 af

n=0.035 L=633.0' S=0.0552 '/' Capacity=212.79 cfs Outflow=0.08 cfs 0.006 af

Reach 5R: Pipe

Peak Depth=0.55' Max Vel=7.6 fps Inflow=4.00 cfs 0.168 af

D=15.0" n=0.012 L=76.0' S=0.0200 '/' Capacity=9.90 cfs Outflow=3.93 cfs 0.168 af

Reach 6R: Swale

Peak Depth=0.46' Max Vel=2.8 fps Inflow=2.54 cfs 0.133 af

n=0.035 L=221.0' S=0.0226 '/' Capacity=53.47 cfs Outflow=2.41 cfs 0.133 af

Reach 7R: Asphalt-lined swale

Peak Depth=0.00' Max Vel=0.0 fps Inflow=0.00 cfs 0.000 af

n=0.014 L=480.0' S=0.0396 '/' Capacity=344.55 cfs Outflow=0.00 cfs 0.000 af

Pond 1FB: Forebay

Peak Elev=1,095.21' Storage=226 cf Inflow=6.78 cfs 0.583 af

Discarded=0.10 cfs 0.039 af Primary=6.70 cfs 0.544 af Outflow=6.80 cfs 0.582 af

Pond 1P: Pond #1

Peak Elev=1,090.83' Storage=8,109 cf Inflow=6.70 cfs 0.544 af

Discarded=1.27 cfs 0.539 af Primary=0.00 cfs 0.000 af Outflow=1.27 cfs 0.539 af

Total Runoff Area = 16.226 ac Runoff Volume = 0.585 af Average Runoff Depth = 0.43"

Subcatchment 1S: Subcatchment #1

Runoff = 4.52 cfs @ 12.06 hrs, Volume= 0.284 af, Depth= 0.33"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 1yr Rainfall=2.20"

Area (sf)	CN	Description
357,704	73	Woods, Fair, HSG C
90,888	70	Brush, Fair, HSG C
448,592	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	1,200	0.1500	1.7		Lag/CN Method, Overland flow

Subcatchment 2S: Subcatchment #2

Runoff = 0.14 cfs @ 11.93 hrs, Volume= 0.006 af, Depth= 0.33"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 1yr Rainfall=2.20"

Area (sf)	CN	Description
4,983	73	Woods, Fair, HSG C
3,831	70	Brush, Fair, HSG C
8,814	72	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	90	0.2300	1.2		Lag/CN Method, Overland flow

Subcatchment 3S: Subcatchment #3

Runoff = 4.00 cfs @ 11.95 hrs, Volume= 0.162 af, Depth= 0.86"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Prop 1yr Rainfall=2.20"

Area (sf)	CN	Description
4,015	98	Paved parking & roofs
68,986	89	Gravel roads, HSG C
12,433	70	Brush, Fair, HSG C
12,712	73	Woods, Fair, HSG C
98,146	85	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.1	260	0.0500	1.1		Lag/CN Method,

Subcatchment 4S: Subcatchment #4

Runoff = 2.54 cfs @ 12.03 hrs, Volume= 0.133 af, Depth= 0.46"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Type II 24-hr Prop 1yr Rainfall=2.20"

Area (sf)	CN	Description
6,608	98	Paved parking & roofs
16,943	89	Gravel roads, HSG C
25,324	74	>75% Grass cover, Good, HSG C
102,391	73	Woods, Fair, HSG C
151,266	76	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	1,470	0.2500	2.5		Lag/CN Method, Overland flow

Reach 1R: Swale

Inflow Area = 10.298 ac, Inflow Depth = 0.33" for Prop 1yr event

Inflow = 4.52 cfs @ 12.06 hrs, Volume= 0.284 af

Outflow = 4.20 cfs @ 12.15 hrs, Volume= 0.282 af, Atten= 7%, Lag= 5.4 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 4.4 fps, Min. Travel Time= 2.9 min

Avg. Velocity = 2.0 fps, Avg. Travel Time= 6.5 min

Peak Depth= 0.49' @ 12.11 hrs

Capacity at bank full= 81.71 cfs

Inlet Invert= 1,141.00', Outlet Invert= 1,100.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 776.0' Slope= 0.0528 ' '

Reach 2R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 0.33" for Prop 1yr event

Inflow = 0.14 cfs @ 11.93 hrs, Volume= 0.006 af

Outflow = 0.13 cfs @ 11.94 hrs, Volume= 0.006 af, Atten= 5%, Lag= 1.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 2.0 fps, Min. Travel Time= 0.6 min

Avg. Velocity = 0.9 fps, Avg. Travel Time= 1.5 min

Peak Depth= 0.08' @ 11.94 hrs

Capacity at bank full= 119.98 cfs

Inlet Invert= 1,141.00', Outlet Invert= 1,132.00'

6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 79.0' Slope= 0.1139 '/'

Reach 3R: Pipe

Inflow Area = 0.202 ac, Inflow Depth = 0.33" for Prop 1yr event

Inflow = 0.13 cfs @ 11.94 hrs, Volume= 0.006 af

Outflow = 0.12 cfs @ 11.96 hrs, Volume= 0.006 af, Atten= 5%, Lag= 0.8 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.8 fps, Min. Travel Time= 0.5 min

Avg. Velocity= 0.7 fps, Avg. Travel Time= 1.4 min

Peak Depth= 0.15' @ 11.95 hrs

Capacity at bank full= 2.73 cfs

Inlet Invert= 1,132.00', Outlet Invert= 1,131.71'

12.0" Diameter Pipe n= 0.012 Length= 58.0' Slope= 0.0050 '/'

Reach 4R: Swale

Inflow Area = 0.202 ac, Inflow Depth = 0.33" for Prop 1yr event

Inflow = 0.12 cfs @ 11.96 hrs, Volume= 0.006 af

Outflow = 0.08 cfs @ 12.17 hrs, Volume= 0.006 af, Atten= 39%, Lag= 12.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.3 fps, Min. Travel Time= 8.0 min

Avg. Velocity= 0.8 fps, Avg. Travel Time= 13.8 min

Peak Depth= 0.07' @ 12.03 hrs

Capacity at bank full= 212.79 cfs

Inlet Invert= 1,131.71', Outlet Invert= 1,096.75'

8.00' x 3.00' deep Parabolic Channel, n= 0.035 Length= 633.0' Slope= 0.0552 '/'

Reach 5R: Pipe

Inflow Area = 2.455 ac, Inflow Depth = 0.82" for Prop 1yr event

Inflow = 4.00 cfs @ 11.95 hrs, Volume= 0.168 af

Outflow = 3.93 cfs @ 11.95 hrs, Volume= 0.168 af, Atten= 2%, Lag= 0.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 7.6 fps, Min. Travel Time= 0.2 min

Avg. Velocity= 2.7 fps, Avg. Travel Time= 0.5 min

Peak Depth= 0.55' @ 11.95 hrs

Capacity at bank full= 9.90 cfs

Inlet Invert= 1,096.75', Outlet Invert= 1,095.23'

15.0" Diameter Pipe n= 0.012 Length= 76.0' Slope= 0.0200 '/'

Reach 6R: Swale

Inflow Area = 3.473 ac, Inflow Depth = 0.46" for Prop 1yr event
 Inflow = 2.54 cfs @ 12.03 hrs, Volume= 0.133 af
 Outflow = 2.41 cfs @ 12.07 hrs, Volume= 0.133 af, Atten= 5%, Lag= 2.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 2.8 fps, Min. Travel Time= 1.3 min
 Avg. Velocity= 1.2 fps, Avg. Travel Time= 3.2 min

Peak Depth= 0.46' @ 12.05 hrs
 Capacity at bank full= 53.47 cfs
 Inlet Invert= 1,105.00', Outlet Invert= 1,100.00'
 6.00' x 2.00' deep Parabolic Channel, n= 0.035 Length= 221.0' Slope= 0.0226 '/'

Reach 7R: Asphalt-lined swale

Inflow Area = 16.226 ac, Inflow Depth = 0.00" for Prop 1yr event
 Inflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
 Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.0 fps, Min. Travel Time= 0.0 min
 Avg. Velocity= 0.0 fps, Avg. Travel Time= 0.0 min

Peak Depth= 0.00' @ 5.00 hrs
 Capacity at bank full= 344.55 cfs
 Inlet Invert= 1,079.00', Outlet Invert= 1,060.00'
 5.00' x 4.00' deep Parabolic Channel, n= 0.014 Length= 480.0' Slope= 0.0396 '/'

Pond 1FB: Forebay

Inflow Area = 16.226 ac, Inflow Depth = 0.43" for Prop 1yr event
 Inflow = 6.78 cfs @ 12.12 hrs, Volume= 0.583 af
 Outflow = 6.80 cfs @ 12.13 hrs, Volume= 0.582 af, Atten= 0%, Lag= 0.7 min
 Discarded = 0.10 cfs @ 12.13 hrs, Volume= 0.039 af
 Primary = 6.70 cfs @ 12.13 hrs, Volume= 0.544 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,095.21' @ 12.13 hrs Surf.Area= 575 sf Storage= 226 cf
 Plug-Flow detention time= 0.8 min calculated for 0.582 af (100% of inflow)
 Center-of-Mass det. time= 0.6 min (828.2 - 827.6)

#	Invert	Avail.Storage	Storage Description		
1	1,095.00'	5,480 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,095.00	523	91.0	0	0	523
1,100.00	1,796	159.0	5,480	5,480	2,013

5037UMP_park_prop

Type II 24-hr Prop 1yr Rainfall=2.20"

Prepared by The LA Group

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HydroCAD® 7.00 s/n 000439 © 1986-2003 Applied Microcomputer Systems

10/31/2005

#	Routing	Invert	Outlet Devices
1	Primary	1,095.00'	30.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=0.10 cfs @ 12.13 hrs HW=1,095.20' (Free Discharge)

↳ **2=Exfiltration** (Exfiltration Controls 0.10 cfs)

Primary OutFlow Max=6.57 cfs @ 12.13 hrs HW=1,095.20' (Free Discharge)

↳ **1=Broad-Crested Rectangular Weir** (Weir Controls 6.57 cfs @ 1.1 fps)

Pond 1P: Pond #1

Inflow Area = 16.226 ac, Inflow Depth = 0.40" for Prop 1yr event
 Inflow = 6.70 cfs @ 12.13 hrs, Volume= 0.544 af
 Outflow = 1.27 cfs @ 12.72 hrs, Volume= 0.539 af, Atten= 81%, Lag= 35.5 min
 Discarded = 1.27 cfs @ 12.72 hrs, Volume= 0.539 af
 Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,090.83' @ 12.72 hrs Surf.Area= 7,126 sf Storage= 8,109 cf
 Plug-Flow detention time= 57.6 min calculated for 0.539 af (99% of inflow)
 Center-of-Mass det. time= 54.6 min (878.8 - 824.2)

#	Invert	Avail.Storage	Storage Description		
1	1,090.00'	97,669 cf	Custom Stage Data (Irregular) Listed below		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
1,090.00	6,560	306.0	0	0	6,560
1,100.00	13,374	446.0	97,669	97,669	15,743

#	Routing	Invert	Outlet Devices
1	Primary	1,092.00'	12.0" x 83.0' long Culvert Ke= 0.500 Outlet Invert= 1,080.00' S= 0.1446 ' n= 0.012 Cc= 0.900
2	Discarded	0.00'	0.010400 fpm Exfiltration over entire Wetted area

Discarded OutFlow Max=1.27 cfs @ 12.72 hrs HW=1,090.83' (Free Discharge)

↳ **2=Exfiltration** (Exfiltration Controls 1.27 cfs)

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,090.00' (Free Discharge)

↳ **1=Culvert** (Controls 0.00 cfs)



EX. DRAINAGE MAP

N.T.S

40 Long Alley
Saratoga Springs
New York 12866
518/587-8100
Telefax: 518/587-0180



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Checked

**Gore Mountain 2005
UMP Amendment
North Creek, NY
Grading Plan**

Revisions

Project 05037
Date 10/31/05
CAD # _____

FIGURE



APPENDIX 7

BICKNELL'S THRUSH SURVEYS ON GORE MOUNTAIN, 2004-2005

Bicknell's Thrush Surveys on Gore Mountain, 2004-05

Leslie Karasin, Program Manager, Wildlife Conservation Society, Saranac Lake, New York

Christine M. Sousa, Seasonal Wildlife Technician, New York State Department of Environmental Conservation, Ray Brook, New York

Background

Bicknell's thrush (*Catharus bicknelli*) is a species of special concern in New York State (NYS) and has been identified as the Neotropical migrant of highest conservation priority in the northeast. Habitat loss in U.S. and in their wintering area in the Greater Antilles is of major concern. The breeding range of Bicknell's thrush is naturally fragmented; they are adapted to disturbed habitats, such as fir waves, wind throw, ice and snow damage (Rimmer et al. 2001). In NYS they are found in high elevation conifer forests, primarily above 3,000 feet in elevation, on mountaintops in the Catskills and the Adirondacks.

Ski slope development resulting in habitat loss and fragmentation is an identified threat on the northeastern U.S. in the breeding range of Bicknell's thrush, along with comparable threats such as wind farm development. The Olympic Regional Development Authority and the Department of Environmental Conservation (DEC) have been working with the Wildlife Conservation Society (WCS) and the Vermont Institute of Natural Science (VINS) to learn about potential impacts to Bicknell's thrush from ski area development in New York and to identify ways to minimize disturbance. These partnerships have resulted in the implementation of a fairly extensive monitoring program on Whiteface Mountain performed by WCS, a less intensive monitoring effort on Gore Mountain performed by WCS and DEC, and a report by VINS on the use of Vermont ski areas by Bicknell's thrush, with applications for Whiteface Mountain.

This report is specific to the monitoring effort on Gore Mountain, intended to inform the Gore Mountain Unit Management (UMP) planning process. The only new action proposed above the elevation of 2,800 feet in the current UMP Amendment/Supplemental Environmental Impact Statement is the new Hedges novice trail proposed to be constructed on Bear Mountain to connect the top of the gondola to the Saddle Lodge. Construction of the 1,270 foot long Hedges trail will necessitate the clearing of 6.5 acres of forest that is above 2,800 feet.

Methods

Point counts were conducted under acceptable weather conditions at dusk on 10 July 2004 and 21 June 2005 at the location of the proposed trail. At each location, observers used a tape recorder to play a Bicknell's thrush call for 1 minute and listened for 2 minutes. This playback technique is intended to determine presence/absence of the species and follows the protocol used by VINS Mountain Birdwatch volunteers during follow-up surveys. In 2004, each location was documented using Global Positioning System technology. The 2004 point count locations were used in 2005 and 1 additional location was surveyed. Point counts were conducted approximately 50m apart. Other boreal species--boreal chickadee (*Poecile hudsonica*),

Swainson's thrush (*C. ustulatus*) winter wren (*Troglodytes troglodytes*), and white-throated sparrow (*Zonotrichia albicollis*)--were recorded if heard during the 2005 survey.

Results

Surveys involving playbacks conducted in 2004 and 2005 did not detect presence of Bicknell's thrush at Gore Mountain. In 2005, one white-throated Sparrow, one winter wren, and one Swainson's thrush were detected during the survey.

Discussion

WCS staff concluded that the absence of Bicknell's thrush during the 2004 survey was not definitive; the survey was conducted late in the breeding season and therefore the results for the survey were inconclusive. The 2005 survey was conducted at a more appropriate time in the breeding season, and it also yielded no evidence of Bicknell's presence. Field observations suggest that, although this area is above the elevation threshold for Bicknell's thrush to breed, the forest type is such that the habitat quality to Bicknell's thrush is probably marginal. Thus, cutting the new Hedges trail is not expected to have a significant adverse impact on Bicknell's thrush nesting habitat.

Recommendations made by VINS for cutting and ski slope design on Whiteface Mountain, however, are also applicable to Gore Mountain and can help limit disturbance to Bicknell's thrush and other breeding birds (Rimmer et al. 2004). These recommendations include:

- Initiating cutting and other invasive activities only after 1 August, after most breeding birds would have fledged
- Limiting trail width to less than 35m
- Practicing vegetation management as described in Rimmer et al. (2004), including limiting understory cutting and feathering vegetation as appropriate.

References

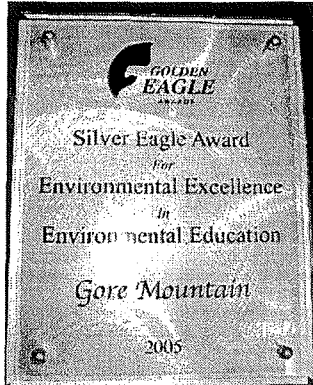
- Rimmer, C. C., K. P. McFarland, W. G. Ellison, and J. E. Goetz. 2001. Bicknell's Thrush (*Catharus bicknelli*). In *The Birds of North America*, No. 592 (A. Poole and F. Gill, eds.). The Birds of North America, Inc. Philadelphia, PA.
- Rimmer, C. C., K. P. McFarland, D. Lambert, R. Renfrew. 2004. Evaluating the use of Vermont Ski Areas by Bicknell's Thrush: Applications for Whiteface Mountain, New York. Vermont Institute of Natural Science. Woodstock, VT.

APPENDIX 8

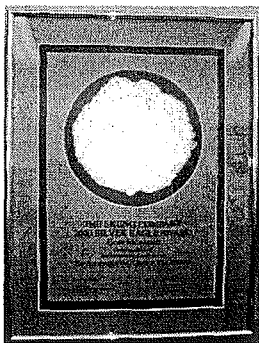
AWARDS AND RECOGNITION

Industry Recognition

May 2005- The National Ski Areas Association awarded Gore Mountain the Silver Eagle Award for Excellence in Environmental Education. Gore received this award for its unique Northwoods Knowledge program that transforms every gondola ride into an educational experience, its "Fourth Grade Discovery Day" environmental field trips, and its cooperation with community to provide educational experiences. Finalists were Big Mountain, Montana, and Mammoth Mountain, California.



May 2000- The Skiing Company awarded Gore Mountain the Silver Eagle Award for Excellence in Environmental Group Relations at the National Ski Areas Association Annual Convention. Gore received this award for its proactive work with environmental groups such as the Adirondack Council, Residents Committee to Protect the Adirondacks, Adirondack Mountain Club, Trout Unlimited, Sierra Club, and Audubon Society. Finalists were Aspen Skiing Company, Colorado and Copper Mountain, Colorado.



Fall 1999- Gore Mountain was one of twenty-four parties invited to attend the Environmental Protection Agency's Sustainable Industry Mountain Resort Development Stakeholder Meeting.

1995- Gore Mountain was one of the thirty presenters, and the only representative of the ski industry, to the Environmental Concerns Task Force at the White House Conference on Travel and Tourism.

National Recognition



November 2004

“Top 100 Instructors”

Of the thousands of instructors nationwide, two Gore Mountain ski instructors, BJ prior and Mark Lacek, were voted to this top honor.

October 2004

One of “The All-Time, Undisputed, Absolute Best Trails”

THE RUMOR at GORE MOUNTAIN

“The bumps on Rumor are insane. The top is often groomed flat, but the rest is one long glorious bump bash that’ll test the wiriest physique. And on powder days? Sublime.” -Moirra McCarthy

October 2004

“Top 10 Mountain for Value & Weather”

October 2003

“Top 10 Mountain for Value & Lifts”

October 2002, October 2001, & October 2000

“Top 10 Mountain for Value”

December 2001

“Weekend at Gore” *Favorable four-page feature article noting Ski Bowl Interconnect “The mountain’s future may lie even farther down this north slope.” -Casey Seiler*



December 2004

"Tales from the Ski-Area Crypt: Will the North Creek Ski Bowl Live Again?" *"It's been almost 30 years since the lifts turned at the North Creek Ski Bowl in Johnsburg, New York...that dormant period may soon end." Ben Hewitt*

October 2002

"State of the Eastern Trees" Report.

"Skiers have been navigating the trees at Gore since ski trains took skiers to the now-abandoned North Creek Ski Bowl (which eventually will be resurrected as part of the resort)...With the installation of the new Top Ridge Triple from Straightbrook Canyon to the top of Bear Mountain, skiers can sample 10 acres between balsam and spruce at the top and yellow birch and maple at the bottom." John Dostal

November 2000

One of the "10 Great Unknowns"

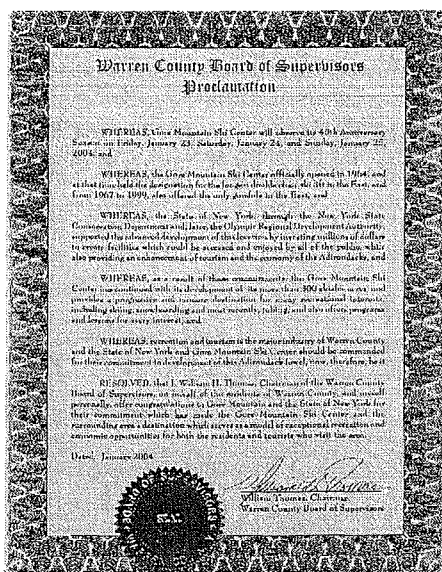
"Up until four years ago, Gore was destined to remain a Great Unknown. Then its owners, the taxpayers of New York State, permitted their politicians to spend more than \$14 million on improvements, which tripled snowmaking capacity, added new lifts, cut new trails, and, last year, opened a new peak: Bear Mountain." Paul McMorris

November 2000

"A Top 5 Makeover Mountain" Due to recent improvements including the new Northwoods Gondola and the development of Bear Mountain peak

Regional Recognition

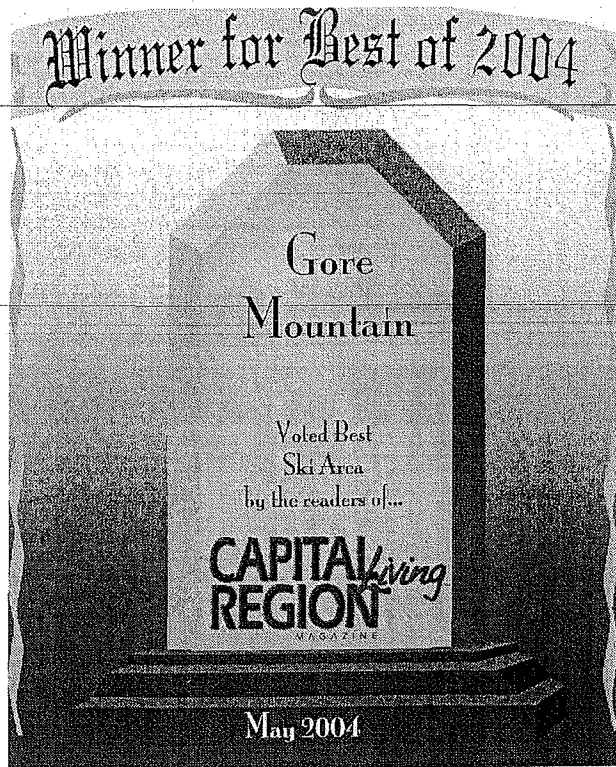
January 2004- Warren Country Board of Supervisors Proclamation- Stating "Recreation and tourism is the major industry of Warren County and the State of New York and Gore Mountain Ski Center should be commended for their commitment to development of this Adirondack Jewel" and congratulating "Gore Mountain and the State of New York for their commitment which has made the Gore Mountain Ski Center and the surrounding area a destination which serves as a model of exceptional recreation and economic opportunities for both the residents and tourists who visit the area."



Metroland newspaper readers voted Gore "Best Skiing/Snowboarding" in 1999, 2000, 2001, 2002, and 2004.



Gore Mountain was voted Best Ski Area in 2004 by the readers of Capital Region Living Magazine.



Press

"Group Plans Hotels for North Creek"

"Plans also include connecting the ski bowl to the rest of Gore's ski trails through lifts, an essential connection for the planned resort area."

Jason McCord, Post-Star, 4/2/05

"Hill's Comeback Stirs Memories"

"Of course, it's not the size or the pitch of North Creek Ski Bowl that makes its rebirth so significant. It's the history that stands behind this little hill, the ski pioneers of the 1930's whose hard work and determination helped create the North Creek Ski Bowl and shape the ski industry into what it is today."

Eric Vohr, Albany Times Union, 1/27/05

"Plenty Planned for Whiteface, Gore"

"In the not too distant future, some Gore trails will connect to the old Ski Bowl, making for an even greater ski-rider experience. And I expect North Creek in general will be rewarded with a whole new flux of avid skier-rider visitors."

Dick Healy, Troy Record, 3/17/05

"Ski Bowl Sale Close to Reality"

"If the project does take place, it is a big deal. Gore has long had the potential to be a major resort in the Northeast. It has the terrain and the access to compete with many of the areas that now draw visitors from downstate metropolitan areas to New England. North Creek was a big destination when ski trains ran weekly from New York to North Creek in the 1930s. Many there now imagine North Creek as a big destination once again."

Phil Johnson, Amsterdam Recorder, 2/24/05

"Tiny Steps Adding Up for Gore"

"But there has been a significant increase in skiers coming to Gore from southern New York, New Jersey, eastern Pennsylvania and even eastern Connecticut. The combination of continued improvements...is being noticed. Gore seems to improve every year and this winter is no exception."

The area has a very modest bed base right now. But there are reports the old North Creek Ski Bowl property that has been on the real estate market for a year now is close to being bought, with development on the mind of potential owners. If that came about, it would have a major impact not only on the ski mountain, but the entire North Creek area as well."

Phil Johnson, Amsterdam Recorder, 12/23/04

"Hoping to Open a New Trail to Prosperity"

“‘Connecting Gore Mountain with North Creek will help make the town a destination resort and help to capture some of the \$100 million New Yorkers spend annually skiing in Vermont,’ Hevesi said.

The state has long sought ways to snatch some of the skiers lured to the Green Mountain State by Vermont’s glitzy advertising campaigns, bustling ski towns and huge privately owned resorts.”

Alan Wechsler, Times Union, 3/17/04

“Gore Mountain Still an Overlooked Gem”

“On my recent visit, several of my colleagues glimpsed the past and the future when they skied backcountry from today’s Gore to the old Bowl. Someday (soon, it’s hoped) both the ski train and the Ski Bowl skiing may be reborn...”

Mitch Kaplan, Bergen Record, 03/04

“Gore Mountain Ski Center May Soon Become the Economic Stimulus Warren County Hoped it Would Be”

“Today, for instance, there are 50% fewer lodgings within a 10-mile radius of the slopes than can be found at competing ski resorts.”

Anthony F. Hall, Lake George Mirror, 2/04

“Gore Set for 40th Anniversary”

“The Bowl was a much smaller version of Gore, however it offered challenging terrain, moguls galore and for those fortunate enough to have skied it, the ever twisting, dipping Hudson Trail...Many speculate that at some future date Gore, and the Ski bowl will be connected which will add considerable ski/snowboard acreage, ultimately helping North Creek to further develop its bedbase and commercial potential.”

Dick Healy, Troy Record, 2/5/04

“Gore is Unable to Keep a Secret”

“The North Creek Ski Bowl, one of four mountain tops on the original range, has been made into a tubing park but will be redeveloped to provide tubing and skiing.”

Rich Fisher, New Jersey’s Star-Ledger, 1/22/04

APPENDIX 9

COMMENT LETTERS



5 Riverside Drive · P.O. Box 135 · Chestertown, NY 12817
(518) 494-5500 · FAX (518) 494-3008

January 3, 2006

Mr. Michael Pratt – General Manager
Gore Mountain Ski Center
P.O. Box 470, Peaceful Valley Road
North Creek, NY
12853

RE: 2005 Unit Management Plan amendment to the Gore Mountain 2002-2007 Unit Management Plan

Dear Mike:

I am writing you today to express my complete support for the proposed inter-connect between Gore Mountain Ski Center and the North Creek Ski Bowl.

My interest in this project is both personal and professional. For the past 18 years I have been employed by Lincoln Logs Ltd, a log home manufacturer based in Chestertown, NY. As Gore expands its services, lifts/trails and over-all skier capacity, our company benefits significantly. We employ nearly 100 people locally (all within 40 miles of North Creek). Our local sales model located in Warrensburg, NY is directly linked to the success of Gore Mountain Ski Center. As the mountain grows, so does our company. A high percentage of our local customers are people who ski Gore and desire a 'home base' near the mountain. To me, connecting Gore Mountain and the North Creek Ski Bowl is a 'no-brainer'. It will undoubtedly provide the entire region, including Lincoln Logs, an economic boost that is long over due.

Mike, I grew up in North Creek. I learned how to ski as a 5-year-old at 'Little Gore' (the ski bowl); I worked in the ski shop at Gore through my teen age years; and am now, along with my family, a Gore season pass holder. I have seen first-hand the hardship caused by the division between Gore Mountain, the ski bowl and the village of North Creek. As skiers regularly by-pass North Creek as they come and go to Gore Mountain Ski Center, North Creek and its general public continue to miss out on the full economic impact that Gore has to offer. Connecting Gore Mountain Ski Center to the North Creek Ski Bowl will make it possible for the town to finally become a true partner with Gore Mountain Ski Center. I cannot over-state just how wonderful it would be if skiers had access to Gore without actually leaving the village of North Creek. North Creek would finally become a destination ski town and when that happens, every business in the area will benefit and with that, more jobs would become available for the local people wishing to remain in the area.

Mike, thank you for your nonstop efforts in making this area a remarkable place to visit and an even better place to live!

Sincerely,

Jeff LaPell
Chief Operating Officer



The Barton Group
1557 State Route 9
Lake George, NY 12845

Telephone 518-798-5462
Facsimile 518-798-5728

January 16, 2006

Gore Mountain Ski Center
Michael Pratt, General Manager
Peaceful Valley Road
North Creek, NY 12853

Re: 2005 Unit Management Plan Amendment to the Gore Mountain 2002-2007
Unit Management Plan

Dear Mr. Pratt,

The Barton Group notes the opportunity for comment regarding Gore Mountain Ski Area's proposed Amendment to the 2002-2007 Unit Management Plan for the New York State lands the Ski Area occupies.

Our company owns lands on Gore Mountain just to the north of the Gore Mountain Ski Area and these lands share a long property line with the Ski Area. We therefore take a special interest in the future plans for the properties managed by the Olympic Regional Development Authority that are the subject of the proposed Unit Management Plan Amendment. We have reviewed these plans and considered our position.

The Barton Group fully supports these plans and the proposed amendment.

We believe, in particular, that an expanded lift and trail network and facilities reinforcing the connection to the North Creek Ski Bowl will increase the enjoyment of skiers using the Gore Mountain Ski Area and that this will make Gore Mountain Ski Area a more attractive destination and draw more skiers to the area. This, in turn, will improve the economy of the greater Gore Mountain Region and bring benefits to our community.

We have observed over many years the manner in which ORDA has managed the public lands for which they are responsible. We are confident based on our observation that ORDA will continue to execute their responsibility for these existing and proposed expanded facilities in accordance with the highest standards of environmental stewardship and sound economic principles.

The Barton Group looks forward to seeing these beneficial changes and to a continuation of the excellent relationship we have enjoyed with you and the other members of Gore Mountain Ski Area Management.

Best wishes in bringing these changes to speedy realization.

Sincerely yours,

THE BARTON GROUP

Charles H. Bracken, Jr.
Chairman

ADIRONDACK REGIONAL CHAMBER OF COMMERCE

January 23, 2006

Mr. Michael Pratt
Gore Mountain Ski Center
Peaceful Valley Road
North Creek, NY 12853

RE: Unit Management Plan Amendment to the Gore Mountain
2002-2007 Unit Management Plan

Dear Mr. Pratt:

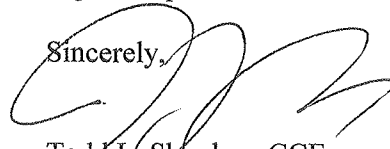
On behalf of the 900 members of the Adirondack Regional Chamber of Commerce who employ more than 15,000 people in Warren and Washington Counties in New York, I am writing to express our support for the proposed improvements to Gore Mountain and the Forest Preserve lands that will enhance public access and the overall skiing experience for visitors to Gore Mountain. Best of all, the approval and implementation of this plan will provide for a stronger interconnect between Gore Mountain Ski Center and the Historic North Creek Ski Bowl and the hamlet of North Creek.

The fact is that our region's outdoor sports industry is a key economic sector driving our region's economy and helping us to expand economic opportunity in winter, spring, summer and fall. With competition for outdoor sports enthusiasts coming from all over the world, it is absolutely essential that our region identify innovative public-private partnerships to expand and enhance our capacity to serve this visitor segment. The amendments proposed to the 2002 UMP will help to make Gore Mountain a destination ski resort and will help to improve the regional economy and will draw new businesses to the hamlet of North Creek.

More than the jobs, new business and tax revenues to be realized through the completion of this project, it is important to note that this project will enhance our region's ability to attract new families to live in our region and to help us encourage our high school graduates to return after they complete their college studies. Right now, one of the most significant challenges that serves as a barrier to corporate job growth is the challenge of finding and attracting human talent to meet local private sector needs. This project - - particularly the interconnect with the ski bowl - - will transform this facility into an even more successful family-fun attraction and a new amenity that our region will use as a key component of its marketing to attract skilled workers.

With all of this in mind, the ARCC wishes to offer its support for an expedited approval of this project. As such, please let me know if there is anything that we can do to encourage a favorable outcome for this amendment to the management plan.

Sincerely,



Todd L. Shimkus, CCE
President/CEO



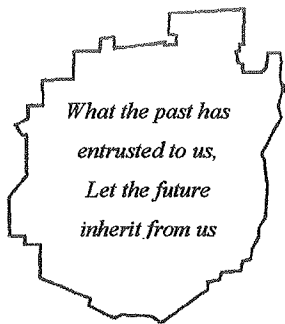
5 WARREN STREET/CIVIC CENTER PLAZA, GLENS FALLS, NEW YORK 12801

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Website: www.adirondackchamber.org



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Residents' Committee to Protect the Adirondacks

P.O. Box 27, 7 Ordway Lane, North Creek, NY 12853-0027

Phone (518) 251-4257, Fax (518) 251-5068

RCPA@frontiernet.net, www.rcpa.org

January 31, 2006

Mr. Michael Pratt
Gore Mountain Ski Area
Olympic Regional Development Association
PO Box 470
North Creek, NY 12853

RE: RCPA Comments on Gore Mountain Intensive Use Area 2005 Amendments to the 2002 Unit Management Plan

Dear Mike,

The Residents' Committee to Protect the Adirondacks (RCPA) congratulates the NYS Olympic Regional Development Authority (ORDA) on completion and public release of the proposed amendments to the 2002 Gore Mountain Ski Area Unit Management Plan. This Plan will greatly advance management of Gore Mountain, protect natural resources, and improve public use.

The RCPA supports the Gore Mountain Ski Area, managed by ORDA, and hopes that it prospers and is successful in the coming decade. The local area depends on the jobs and the alpine downhill skiing opportunities provided by Gore Mountain to residents and visitors of all ages. The family alpine skiing opportunities provided at Gore Mountain, without the commercial intrusions so common at surrounding alpine ski areas, are exceptional and should continue. This uncluttered, uncommercialized ski experience is rare in the northeast U.S. and should be valued and protected.

The RCPA recognizes that the proposed amendments seek to modify the 2002 UMP approved by the Adirondack Park Agency (APA). The RCPA has reviewed the draft 2005 Amendments to the Gore Mountain Intensive Use Area UMP. While the RCPA is very supportive of the direction ORDA is taking by working collaboratively with the greater Johnsbury community to develop a bold vision for this ski area, we are concerned about a range of issues and make a number of recommendations below.

Disappointment with Efforts to Improve Flawed Bear Mountain Skiing Experience

The RCPA is disappointed that ORDA has delayed work to improve access from the Northwoods Gondola on the summit of Bear Mountain to intermediate and beginner trails. The gondola is the most popular way for skiers to be transported up the mountain, but ORDA's work to date to improve access from Bear Mountain to Cloud (via or around Fairview) or the Sunway/Showcase/Wild Air trails via Foxlair has been a failure. ORDA's failure has created a seriously flawed skiing experience for families, beginner and novice skiers. This has also resulted in unnecessary injuries due to the poor planning and design for skier access off of Bear Mountain.

This unfortunate situation is amplified on cold weather days when high winds force the great majority of skiers to utilize the gondola. The 2002 Gore Mountain UMP had stated improvements to Bear Mountain were the priority, but these improvements have not yet been made. Further, RCPA had been informed that these improvements would be undertaken in the summer of 2005, but were not. Unfortunately, it appears ORDA has placed planning for a larger, expanded ski area to be more important than fixing deficiencies that exist in the current ski area. RCPA calls upon ORDA to improve public access from the Bear Mountain Summit its top priority in the 2005 Amendments.

Partnership with Town of Johnsbury

The RCPA finds that ORDA has the legislative authority to enter into a long-term contract/lease with the Town of Johnsbury to manage Town facilities associated with the Town of Johnsbury Ski Bowl. RCPA also recognizes that a number of ORDA's proposed actions regarding facilities development and building trails and lifts on private lands owned by the Town of Johnsbury will necessitate a permit from the APA. The expansion to the Town of Johnsbury Ski Bowl and the proposal for a 250+/- unit development associated with the town Ski Bowl raises many issues that concern the RCPA and will have long-term impacts on the greater Johnsbury community. These issues will be examined during review of these projects by the APA and Town of Johnsbury.

Is the Gore Mountain Expansion a Catalyst for Private Land Subdivision and Development?

RCPA is concerned about the underlying objectives of the expansion of the Gore Mountain Ski Area to the Town of Johnsbury Ski Bowl. Will this improve the public alpine ski experience? Or, is this an effort to boost land development in the greater Johnsbury area? The management of state-owned facilities by ORDA has long been viewed as a partnership in the Adirondack Park between the state and local communities to boost economic development. The RCPA recognizes that the APA Act calls for the optimum conservation and development of the Adirondack Park by the State of New York, but finds that the expansions proposed in the 2005 Amendments crosses a threshold where seemingly the State of New York actively promotes land development. RCPA is troubled by this direct partnership in land development and sees it as an unwelcome precedent.

RCPA notes that between 1990-2004, 222 new houses were permitted in the Town of Johnsbury. In addition to the Front Street proposal for 250+/- new units there are a number of other townhouse and subdivision proposals in the greater Gore Mountain area. The expansion of the Gore Mountain Ski Area is largely viewed as a catalyst for land development. The open space landscape that today dominates the Adirondack Park will be degraded by poorly planned development. The RCPA calls upon ORDA to assess and evaluate the impacts of its operation, in current form and at proposed expanded levels, upon property values and development trends of the greater Johnsbury area. The report issued by the Comptroller's Office is inadequate to evaluate the impact of Gore Mountain operations on property values and development trends in the greater Johnsbury area.

Schedule for Implementation and Estimated Budget

Other UMPs recently developed by the DEC and approved by the APA contain an appendix of the "Schedule for Implementation and Estimated Budget." The Gore Mountain Intensive Use Area now has many activities approved in the 1995 UMP, 2002 UMP, and proposed Amended 2005 UMP that will seemingly be undertaken in the next several years. The RCPA calls upon ORDA to develop a 5-year Schedule for Implementation and Estimated Budget that details and enumerates a schedule of activities for the next five years. This Schedule for Implementation and Estimated Budget should prioritize activities as well as provide estimates of needed public expenditures.

RCPA is very concerned about how ORDA prioritizes actions over the next few years given the varied interests surrounding management of Gore Mountain. RCPA believes that ORDA should publicly state

its priorities in the UMP Amendment. Improvements to the existing ski area should be accomplished before further planning or work is undertaken to expand the Gore Mountain Ski Area to Burnt Ridge or the Johnsbury Ski Bowl. RCPA proposes the following schedule of priorities:

- Complete work on the “Hedges” trail to improve ski access from Bear Mountain;
- Complete work to build new Ski School Learning Center in old gondola building;
- Complete widening of existing trails such as Wild Air approved in 1995 and 2002 UMPs;
- Complete work on Pod 10 trails; and,
- Complete work on New York Ski Educational Foundation (NYSEF) building.

RCPA calls upon the APA to withhold approval of expansion of the Burnt Ridge and Town of Johnsbury Ski Area plans until badly needed improvements are completed to the existing facilities at Gore Mountain.

Accidents Reports and Analysis

RCPA calls upon ORDA to publish information on the numbers of skier accidents that resulted in injuries and the locations of these accidents as part of the 2005 Amendments.

Energy Use Trends and Analysis

RCPA calls upon ORDA to publish energy consumption and trends, both from current use and with proposed activities, as part of the 2005 Amendments.

Wildlife Impacts

The recent UMP approved for Whiteface Mountain committed ORDA to a plan to evaluate its impacts on the Bicknell Thrush. RCPA believes that a similar approach should be undertaken on Gore Mountain as data on the existence of the Bicknell Thrush is provided for only one year. There are confirmed reports on the presence of Bicknell Thrush in previous years. It appears that the Hedges trail and trail 10H (Sagamore) run through identified Bicknell Thrush habitat.

Education and Interpretation

RCPA applauds ORDA for its inventive efforts and commitment to public interpretation and education about the Adirondack Park in its facilities.

Towers and Private Contracts

RCPA calls upon ORDA for full disclosure of all contracts, permits, work plans and any other materials associated with telecommunications installations/equipment on the Gore Mountain Fire Tower and the other telecommunications towers on the summit of Gore Mountain.

Invasive Species

It appears that the UMPs for the Gore Mountain Intensive Use Area do not include any actions regarding invasive species. RCPA also urges ORDA to get involved with the APA and Department of Environmental Conservation (DEC) to participate in the completion of the Inter-Agency Work Plan for Management of Terrestrial Invasive Plant Species on State Land. Invasive species travel in disturbed areas and it is likely that a number of species are present in the Gore Mountain area. RCPA calls upon ORDA to include in its Schedule for Implementation and Estimated Budget an inventory and control program for invasive species.

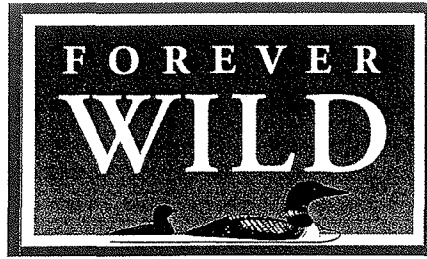
On behalf of the Board of Directors of the Residents' Committee to Protect the Adirondacks, please let me extend our gratitude for the opportunity to provide our comments on this draft plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bauer". The signature is fluid and cursive, with the first name "Peter" and last name "Bauer" clearly distinguishable.

Peter Bauer
Executive Director

Cc: APA State Lands Staff



THE ADIRONDACK COUNCIL

Defending the East's Last Great Wilderness

February 1, 2006

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Mike Pratt
Gore Mountain Ski Center
Peaceful Valley Road
North Creek, NY 12853

Dear Mr. Pratt:

The Adirondack Council thanks the Olympic Regional Development Authority (ORDA) for the opportunity to comment on the Gore Mountain 2005 Amendment to the 2002-2007 Unit Management Plan. The Adirondack Council is a not-for-profit conservation organization with 18,000 members from throughout the Park, the state, and the country. Our mission is to ensure the ecological integrity and wild character of New York's Adirondack Park. Although the ecological integrity and wild character of much of Gore Mountain were long ago sacrificed to please the interests of the winter ski economy, developments at Gore Mountain can have implications far beyond the few thousand acres directly affected by the ski runs; hence, the Council's concern.

The Adirondack Council wishes to remind ORDA of the fundamental concerns that arise with any industrial ski development: habitat fragmentation, disturbance of wildlife, water diversions, pollution, and sprawl. These concerns are addressed to some extent in the 2002 UMP and 2005 amendment, but the measures to counter these threats are inadequate. In particular, ORDA needs to do a much better job of assessing the ski area's impacts on property values and development trends, and needs to prevent the ski area from becoming a catalyst for sprawl. We urge that ORDA take every feasible measure to keep forested habitat intact; minimize noise, motorized incursions, and other disturbances to wildlife; curtail water diversions, particularly from the Hudson River, whose waters should be kept in their natural course; prevent air, water, and noise pollution; and discourage strip development and urban and exurban sprawl.

The Council is pleased to see trail mileage reduced in potential Bicknell's Thrush habitat and other measures taken to afford this rare bird ample opportunities to breed in its ever-dwindling summer range. ORDA should continue studying and monitoring potential Bicknell's Thrush habitat, and prevent any harmful uses in this area. Also,

JEFFREY BRONHEIM
CHARLES D. CANHAM, PH.D.
ANN E. CARMEL
LIZA COWAN
EVAN A. DAVIS
BAIRD EDMONDS
BETTY ELDRIDGE
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TONY ZAZULA

EXECUTIVE DIRECTOR
BRIAN L. HOUSEAL

The mission of the ADIRONDACK COUNCIL is to ensure the ecological integrity and wild character of the ADIRONDACK PARK.

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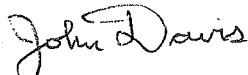
Gore Mountain's recreation year should not be extended to include spring or summer in or near any potential Bicknell's Thrush habitat.

The Council is displeased to see an overall increase in trail mileage and acreage to be cleared. While the extra forty or so acres to be cleared may seem minor, all the little cuts here at Gore Mountain and elsewhere in the vicinity add up to serious fracturing of the southeastern Adirondack Park's forested matrix. We ask that a more thorough cumulative-effects analysis be undertaken before additional forest is cleared, including new initiatives for the Ski Bowl and major housing developments proposed for Johnsbury and North Creek. Tree-cutting must be kept to an absolute minimum as any further clearing will only exacerbate the damage caused by previous fragmentation.

The stated goal of making "Gore a destination ski resort" concerns the Council. A small ski area that serves the recreational interests of local people and other New Yorkers may be an asset to the area. However, a destination ski resort attracting tens of thousands of people a year is not in keeping with the conservation purposes for which the Adirondack Park was established. The Park was not created primarily for recreational purposes, and the protection of its natural resources should be of utmost concern. The heavy traffic and development that come with major ski resorts are at cross-purposes with the goal of protecting truly sustainable natural and human communities in the Adirondack Park. ORDA should not be attempting to keep up with for-profit ski resorts that are not located within state protected areas. Instead of expanding Gore Mountain ski area, ORDA should focus on improving the skiing experience in the already developed area.

In sum, the Adirondack Council is pleased that the Olympic Regional Development Authority has managed Gore Mountain ski area in such a way that it has received recognition from the ski industry and press for its environmental stewardship. ORDA's ultimate success in making Gore Mountain ski area a model for environmental stewardship will be closely correlated with the degree to which you succeed in minimizing the ecological footprint of the ski facilities and related developments.

Thank you,



John Davis

Conservation Director

cc: Ross Whaley and Dick Lefebvre, APA
Denise Sheehan, DEC

Adirondack Park Agency, Chairman
Route 86
Ray Brook, NY 12977

January 27th, 2006

Re: North Creek Gore Mountain Interconnect

Copies to:

Agency M.D.
J. Connolly
R. Weber
R. Lefebvre

1/30/06



No. 1 Main Street
North Creek, NY 12953
518 251-3215
Main St. at Olympic Dr.
Lake Placid, NY 12946
518 523-3706

Dear Sir,

Rebuilding of the North Creek Ski Bowl will not make it a viable ski area without a physical ski connection to the State Gore Mountain Ski Center. As a businessperson from North Creek I find fault with ORDA's representation that if you develop Burnt Mountain it will create the Town's connection to Gore. For forty plus years skiers have driven up Route 28 and taken a left to Gore Mountain (sometimes as many as 1,000 cars per day) without even seeing or spending money in North Creek. Today, like in the 1930's the way to connect North Creek to Gore is by using the Gore - Pete Gay Range of mountains. A high speed quad detachable lift should start at the Ski Bowl and run west to the Little Pete-Gay saddles (2100 feet of vertical traveling 9500 feet) see Plan A. The time to connect North Creek to the Gore Mt Alpine skiers has finally come. Ten years from now ORDA can come back and develop Burnt Mountain after the Pete-Gay North Creek Ski Bowl have been connected.

The main problem with Pete Gay is that ORDA, EnCon, the APA and the Town have violated Article 14 and misclassified the Gore Range thereby restricting the intensive use area of North Creek's 1947 amendment to Article 14 allowing downhill skiing on Gore (Gore, Black, Bear, & Burnt Mountains), Pete Gay (Big Pete Gay, Little Pete Gay, Rabbit Pond and North Creek Ski Bowl) and South Mountain (in North River). It is interesting to note that in 1987 Ned Harkness and Thomas Jorling amended article 14 and removed South Mountain from the intensive use area. As you can see by ORDA's plans the error in misclassifying the land by the present EnCon Administration has forced ORDA and the Engineers to push Gore's expansion to the south.

I recommend that the North Creek connection plans be changed so that North Creek is connected to Gore Mountain via P-Gay which is the way the North Creek Ski Bowl became the main hub for skiing in the 1930's, 1940's, 1950's and 1960's.

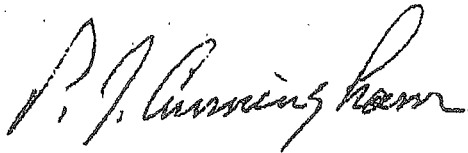
In regards to the New Ski Bowl replacement lift I recommend the following corrections: (see map)

1. A High Speed Quad Detachable lift should go from the base of the Ski Bowl (elv. 1020') to the top of the Ski Bowl (elv. 2020). The new lift

corrects the alignment of the old T-Bar which was short of the top of the Ski Bowl (100" vertical).

2. The trails should be cut curvilinear and follow the fall lines. The third trail (12-I) to the North traverses the fall line and will leave a big scar on the mountainside.
3. Rabbit Pond should follow the old trail (12-J) down to the new development property.
4. The lift connecting the North Creek Ski Bowl parking lot to the Gore Mt Ski Center parking lot is expensive and practically useless. This lift should be taken off the plan and hopefully the State will not waste our money. We have an excellent 1 million dollar road between the two parking lots. Cars, buses and vans are a much more economic way to move people.
5. When they build the Burnt Mt Lift it should start at the bottom of the French Settlement (elv. 1060' near the entrance to Gore).

Sincerely,

A handwritten signature in cursive script, reading "P. J. Cunningham".

Patrick J. Cunningham

1 NORTH CREEK ... 004
Jan 27 2006 P. Cunningham

pete gay lift
74°01'00" W

WGS84 74°00'00" W

74°02'00" W

43°43'00" N

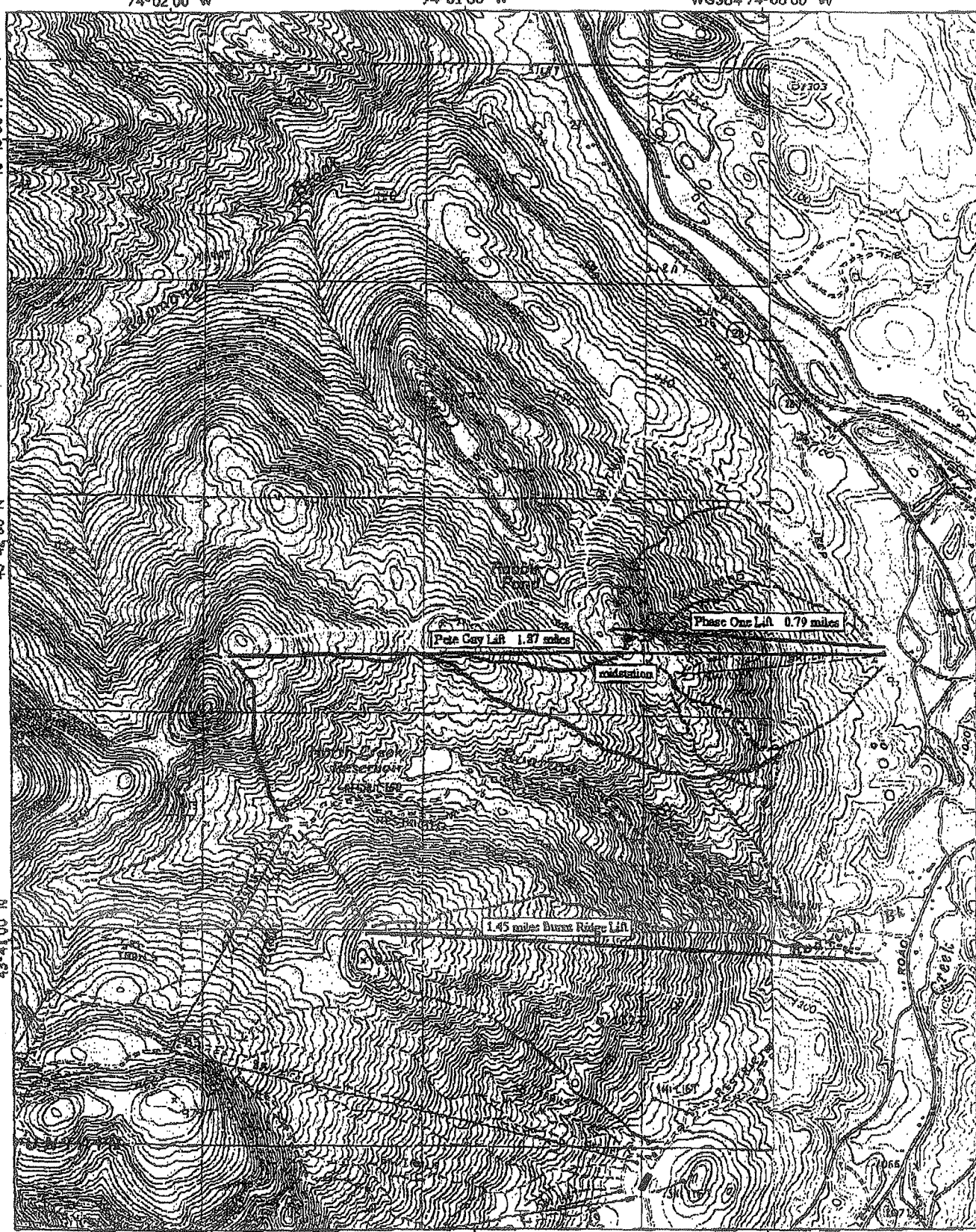
43°42'00" N

43°41'00" N

43°43'00" N

43°42'00" N

43°41'00" N



74°02'00" W

74°01'00" W

WGS84 74°00'00" W

2006 JAN 27

Map issued with TOPOI® ©2003 National Geographic (www.nationalgeographic.com/topo)
Scale: 1 inch = 1 mile, 1 centimeter = 100 meters

Caffry & Flower

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JOHN W. CAFFRY
KRISTINE K. FLOWER

Of Counsel
R. CASE PRIME

ILONA E. COYLE

January 31, 2006

Paralegals
MELISSA L. BAKER
HEATHER K. SHOUDY BRECHKO

VIA FAX AND MAIL

Michael Pratt
General Manager
Gore Mountain Ski Center
Peaceful Valley Road
North Creek, NY 12853

Re: 2005 Gore Mountain UMP Amendment

Dear Mr. Pratt:

The entire premise of the proposed 2005 Gore Mountain Draft Unit Management Plan Amendment ("DUMPA"), that Gore Mountain can and should become a "destination ski resort", and a "ski-in/ski-out" resort, is specious. As a supplemental Environmental Impact Statement ("SEIS"), the DUMPA segments the review of the FrontStreet Mountain Development project, which violates the State Environmental Quality Review Act ("SEQR").

Other than the new trail connecting the Gondola and the Saddle Lodge, new trail 10-H, a few infrastructure proposals, and the dropping of the previously approved Bear Mountain tubing area, this amendment to the UMP should be rejected.

NORTH CREEK CAN NOT BECOME A SKI-IN/SKI-OUT VILLAGE

The DUMPA and the 2003 Comptroller's Economic Impact Study, which is Appendix 1 to the DUMPA, repeatedly refer to the idea that the private FrontStreet resort hotel and condo project, and connecting Gore to the North Creek Ski Bowl, will make Gore a ski-in/ski-out resort, by connecting it to the hamlet of North Creek. This premise appears to be based upon an unsupported assumption, with no analysis to back it up.

In reality, it is literally impossible for North Creek and Gore to become a ski-in/ski out resort combination. They are separated by NYS Route 28, and downtown North Creek is about 1/4 to 1/2 mile away from the base of the Ski Bowl. It is physically

impossible to ski from one to the other, except possibly during a blizzard, before the snowplows get out and clear Route 28. Thus, the North Creek ski-in/ski out village concept is fictitious. Skiers staying in North Creek will still have to drive in an automobile to get to the Ski Bowl base, just the same as they do now to get to the current Gore base lodge.

The only real ski-in/ski-out capability will be for the FrontStreet development, which will directly adjoin the Ski Bowl. Thus, it is obvious that the true intent of the Gore-Ski Bowl interconnect is to subsidize the development of the privately owned FrontStreet project. This is a violation of the Forever Wild Clause of NYS Constitution Article 14, Section 1, and also a violation of the Gift Clause of the Constitution, Article 7, Section 8.

THE "DESTINATION SKI RESORT" CONCEPT IS DUBIOUS

Gore will probably never be a "destination ski resort", no matter how much money is thrown at it by the State of New York. For a ski area so far north, it lacks suitable terrain, and it is not properly managed, and so it will not attract that market segment in large numbers. The current usage statistics in the DUMPA bear that out, with about 40% of the current users coming from within a two hour drive of Gore.

Gore has almost no true beginner terrain, other than the Poma lift, a few often-closed trails on the North Chair, and one trail on the Sunway Chair. The new proposed new trail areas do not appear likely to significantly change that. The topography of those areas appears to be similar to the existing intermediate areas that dominate Gore.

Gore also has very limited expert terrain. Other than a few too-short-to-bother-skiing trails on the Summit (High Peaks) Chair, there are only 3 true expert trails on the entire mountain (Double Barrel, Rumor and Lies). All of the other so-called expert trails are over-groomed, and are not steep enough, to qualify as true expert terrain. Also, all of them are very short.

Therefore, Gore lacks the variety of terrain necessary to attract a large enough following to become a destination ski resort. There are some destination ski areas that, like Gore, lack expert terrain, such as Stratton and Okemo. However, they

have more beginner terrain, and are much closer to the New York metropolitan area, and so are much easier to reach. Gore does not, and will not, offer anything that they do not offer, so there will be no incentive for people to bypass them and drive farther.

Moreover, ski areas such as Stratton and Okemo do a far better job than Gore of snowmaking and grooming, thereby offering a better skiing experience for beginner and intermediate skiers who place a high value on these services. This occurs despite the fact that Gore has an almost unlimited supply of water for snowmaking, which many ski areas lack.

There are destination ski areas farther north than Gore, such as Whiteface, Stowe, Jay Peak, Mad River Glen and Sugarbush. Unlike Gore, all of these offer significant amounts of expert skiing, and some have more true beginner terrain than Gore, and so they can attract a wider audience.

THE DUMPA/SEIS VIOLATES SEQR BY SEGMENTING THE
ENVIRONMENTAL REVIEW OF THE FRONTSTREET PROJECT

It is clear from the DUMPA/SEIS that the proposed revisions to the Gore Mountain UMP are intended to facilitate the planned FrontStreet project. This is confirmed by statements made to the media by numerous public officials and FrontStreet officials, as shown by the enclosed articles and press releases, including one from Governor Pataki.

Thus, the failure of the DUMPA/SEIS to assess the environmental impacts of the FrontStreet project is a segmentation of the SEQR review, and is a violation of SEQR. See 6 NYCRR § 617.2(ag); 6 NYCRR § 617.3(g). Even if the FrontStreet project is an APA Class A or Class B Regional Project, and therefore exempt from SEQR review as a Type II action (see 6 NYCRR § 617.5(c)(36)), because it is integrally tied to the proposed DUMPA revisions, the Frontstreet project's impacts must still be assessed with those of the current UMP revisions.

Even if one of the proposed actions is a Type II action, and therefore exempt from SEQR's EIS process, ORDA must still act consistently with SEQR. A Type II action is only exempt from SEQR's process. See 6 NYCRR § 617.5(a). It is not exempt from the SEQR statute and its broader policies, including its broader mandate to protect the environment. The courts have specifically

held that, even when an action being reviewed by APA as a Class A or Class B Regional Project is exempt from the SEQR EIS process as a Type II action (6 NYCRR § 617.5(a)), APA must still conform to the SEQR statute. See Dudley Road Association v. APA, 214 A.D.2d 274, 280 (3d Dept. 1995); Friedman v. APA, 165 A.D.2d 33, 36 (3d Dept. 1991). See also West Village Committee v. Zagata, 171 M.2d 454, 459-460 (1996), aff'd, 242 A.D.2d 91 (3d Dept. 1998) (applying this rule to all agencies, not just APA).

When reviewing such Type II actions, APA is still bound to review their cumulative impacts, review alternatives to the proposed action, and otherwise follow the mandates of the SEQR statute at ECL § 8-0103(6) to interpret all laws under its jurisdiction consistent with SEQR and its policies. Dudley Road, supra; Friedman, supra. The same is true of ORDA. West Village Committee, supra.

Therefore, ORDA can not proceed with the DUMPA without a full consideration of the FrontStreet project's impacts under SEQR's policies contained in ECL Article 8, including consideration of alternatives, cumulative impacts, protection of the environment, and avoiding or mitigating adverse impacts to the maximum extent practicable, pursuant to ECL § 8-0103(6) and § 8-0109, among other requirements of ECL Article 8. See Dudley Road, supra; Friedman, supra; West Village, supra.

The potential adverse environmental impacts of the FrontStreet development include:

- ▶ Traffic impacts
- ▶ Visual impacts
- ▶ Induced growth
- ▶ Wildlife impacts
- ▶ Water quality impacts
- ▶ Light pollution
- ▶ Impacts to community character resulting from housing costs being driven up by new development. See Chinese Staff & Workers Ass'n v. City of New York, 68 N.Y.2d 359 (1986); 6 NYCRR §§ 617.7(c)(1)(iv), (v), (viii), (x).

Overall, if the FrontStreet project succeeds, it could destroy the North Creek community as it currently exists. Living there would become unaffordable for current local residents, just like has happened in Lake Placid, the Mad River Valley, Stowe and other ski towns. A few real estate developers will benefit, while many long-time local residents will be driven from their

homes by high taxes, rising rents and soaring housing prices. Many ski areas located in destination resort areas must import workers from outside of the area or the country, once the local residents are priced out of the housing market. The potential effects of this occurrence must be assessed. Chinese Staff, supra.

Until now, Gore has managed to provide jobs for local residents, without making the community unaffordable for them. All of that could change if this project, and others like it, are built. While, as discussed above, the success of the destination resort concept is questionable, its potential impacts must still be assessed under SEQR, as part of the SEQR review of the DUMPA.

Lastly, the DUMPA map (Figure 1-1) fails to show what parts of the FrontStreet property will be traded to the Town and what parts will be retained by FrontStreet and developed. This creates the misleading impression that all of the property will be given to the Town. The maps in the enclosed articles show that this is not true. The pre-swap and post-swap boundaries should be clearly delineated.¹

The SEIS should be put on hold until it is revised to include an assessment of the impacts of the FrontStreet project. Hopefully, ORDA will do this voluntarily.

SKI BOWL UPGRADE IMPACTS WERE NOT ASSESSED

The DUMPA fails to assess **potential noise impacts** on the hamlet of North Creek from snowmaking operations at the Ski Bowl. If the DUMPA is approved, such operations would be occurring more often, and much closer to the hamlet, than they currently do. Most snowmaking occurs at night, when people are trying to sleep.

Likewise, the DUMPA fails to assess **traffic impacts** from increased skier traffic at the Ski Bowl. This traffic may come

¹ It is also interesting to see in Appendix 2b that the Town of Johnsbury and FrontStreet propose to transfer development rights among different parcels of land. To my knowledge, that is not permitted under the APA Act under most circumstances, although this is not an ORDA issue, and will have to be resolved by APA.

from growth in total skier days, or from a shifting of skiers from the current base area to the new Ski Bowl base area.

These impacts must be assessed under SEQOR, as well as under the APA private land development regulations.

The statement on page 5-3 that ORDA can **remove cut trees from the Forest Preserve** is of questionable legality, and at a minimum, oversimplifies the issue. The DUMPA should analyze this issue under all applicable DEC policies for tree cutting in the Forest Preserve, including, but not limited to, those that may be specifically applicable to the 3 Forest Preserve ski areas.

EXISTING SKI AREA ISSUES

The remnants of the old (circa 1967) Gondola should be removed before any further capital projects are funded at Gore. It is shameful that the State of New York has allowed the rusting towers and dilapidated terminals to remain as a scar on the landscape of the Forest Preserve for several years. Nor will this eyesore help Gore to become a "destination resort" as long as it remains in full view of skiers. The failure to remove this eyesore violates Guideline for Management and Use for Intensive Use Areas #2 of the Adirondack Park State Land Master Plan, which requires that intensive use areas "should be ... managed ... so as to blend in with the Adirondack environment and to have the minimum adverse impact possible on surrounding state lands...".

From the topo maps, **the new Gondola-Saddle Lodge interconnect trail** appears as if it will be an improvement over what I recently heard one skier refer to as "Iceview". However, the proposed route crosses significantly steep terrain, and unless it is very carefully planned, designed and carried out, it is still unlikely to provide a true beginner connection from the Gondola to the North and East sides of the mountain.

Gore's track record in this regard leaves a lot to be desired. When the Fairview trail was first built, it too was proposed as a blue or green trail, and instead turned out to be extremely steep and icy. A similar problem occurred with the Foxlair trail. Judging from the topography, the same problem could occur again, unless due care is taken.

Indeed, from the map, it appears that the proposed trail will cross a very steep spot, even though there appears to be

some less steep terrain just to the east, between the proposed location and Fairview. Also, this is one of the windiest spots on the mountain. Consideration should be given to making the trail very flat and narrow, similar to a snowcat road or the Wood-In trail going to the Summit Chair, to allow trees to shield it from the wind, if suitable terrain for such a route can be found.

If and when the new connector trail is built, **Fairview should be closed** and allowed to revegetate. It serves no useful purpose.

It appears from the map that the **new trail 10-H** will cross Straight Brook below the existing bridge near the Topridge Chair. The cost of another bridge across this ravine would be prohibitive and the new trail would come out below the base of the lift. I assume that this is just a mapping error. In any event, the trail should connect to the Topridge trail above the existing bridge.

No reason is given for dropping **previously approved trail 10-G**. From the map, this appears to provide some interesting terrain and could help to keep expert skiers (and faster not-so-expert skiers) off of much of the Sunway trail, which is designated for family skiing. It would also provide a more interesting way off of Bear Mountain for expert skiers. At present, the entire run from Bear Mountain, or the Saddle Lodge, to the base presents no challenges for any skier above the intermediate level. Consideration should be given to retaining this proposed trail.

It may also be interesting to consider building a **new trail connecting proposed trail 10-H**, in the vicinity of the old Gondola mid-station, to lower Sunway. This too would provide expert skiers with a more challenging route to the base from the upper mountain, something that is sorely lacking at Gore, and keep more faster skiers off of most of Sunway.

A small **cross-over connector trail** should be made between Sunway, opposite the bottom of the Foxlair trail, and the Showcase trail, so that persons riding the Gondola or coming down from the upper mountain can ski Showcase. Among other benefits, this would remove many faster skiers from Sunway, increasing skier safety.

Finally, I commend ORDA on the decision to drop the proposed **tubing area** on top of Bear Mountain, which was one of the most baffling, and inappropriate, proposals in the current UMP.

CONCLUSION

Gore is a convenient place for local and Capital District residents to ski. The chances of it ever being much more than that are remote. Throwing away money on creating more duplicative intermediate skiing, and subsidizing a private real estate development scheme, will not change that. In addition, the DUMPA violates SEQR by segmenting the review of the FrontStreet project, violates the Constitution, and should not be approved.

Thank you for the opportunity to comment on the DUMPA. I look forward to reviewing a revised DUMPA, which addresses these concerns, before it is submitted to APA for approval.

Sincerely,



John W. Caffry

JWC/djm
enc.

cc: Matt Millea, Executive Chamber
Adirondack Park Agency
Judith Enck, OAG
Hon. William Thomas, Town of Johnsbury
Mac Crikelair, Frontstreet
(via mail, w/enc.)

FOR IMMEDIATE RELEASE:
July 19, 2005

GOVERNOR TOURS NORTH CREEK SKI BOWL

Proposal Would Redevelop Ski Bowl and Connect to Gore Mountain

Governor George E. Pataki today toured the North Creek Ski Bowl with Town of Johnsbury and Warren County officials as well as members of the New York Olympic Regional Development Authority (ORDA) to get a first-hand look at proposed development that would connect the area to Gore Mountain and help provide a boost to the local economy.

"Gore Mountain is a top-notch ski area that draws thousands of visitors each year to the North Country," Governor Pataki said. "I applaud local officials and ORDA for their ongoing efforts that are helping to reinvigorate the local community and the entire region. This project holds the potential to bring further economic development to the area and create a new winter ski and snowboard destination that can compete with the best resorts in the Northeast."

Gore Mountain and the Ski Bowl are currently operated separately by ORDA. A tubing hill with handle tow is offered at the Ski Bowl for day and night-time winter activities.

Local officials and the Warren County Economic Development Corp. have been working with ORDA on a proposal to redevelop the North Creek Ski Bowl by connecting the venue with Gore Mountain and increasing access to Main Street businesses in the historic hamlet of North Creek. The proposal envisions a new ski lift, new trails, additional snowmaking and other amenities that would enable skiers to travel back and forth from Gore to the Ski Bowl, which is located less than one mile from Main Street in North Creek. Connecting the two venues would generate millions in additional economic activity for the region and allow the area to compete with larger ski resorts in Vermont. The proposed expansion is included in an amendment to ORDA's Unit Management Plan for Gore Mountain.

Senator Betty Little said, "Developing the North Creek Ski Bowl and linking it to Gore Mountain will create new skiing opportunities, supporting tourism and offering visitors expanded access to the mountain. The local economy will benefit from this connection as well as from the development of the Ski Bowl Village. I look forward to working with Governor Pataki, ORDA and local officials to ensure this project becomes a reality."

Assemblywoman Theresa R. Sayward said, "The cooperation between state and local agencies as well as private individuals has truly worked to benefit North Creek and the surrounding areas. The proposal we explored today continues the momentum of economic development that enhances the lives of our North Country residents."

William Thomas, Chairman of the Warren County Board of Supervisors and Supervisor of the Town of Johnsbury, said, "It has been the Town's desire to re-establish significant skiing at the ski bowl that would provide a connection to the State ski center and help boost local tourism and our downtown business community. I thank Governor Pataki for his past support for the region and stand ready to work with he and Congressman Sweeney as well as our local elected officials to make this a reality for the People of Warren County, Town of Johnsbury and the State of New York."

ORDA President and CEO Ted Blazer said, "ORDA is working with the Town of Johnsbury and Warren County officials to further the benefits in North Creek for skiing and recreation. This project will aid economic development opportunities in the area."

In addition, the Town-owned Ski Bowl property is adjacent to 320 acres of privately owned land that holds potential for private development. The property has recently been acquired by FrontStreet Mountain Development LLC., a private development company with plans to build a Ski Bowl Village that would include residential housing, retail shops and restaurants, an Adirondack-style hotel, spa and 9-hole golf course. The development would be subject to approval by the Adirondack Park Agency.

The historic North Creek Ski Bowl opened in the early 1930s and was one of the first commercial ski areas in the country. Riders could board trains in Manhattan and disembark at the North Creek rail station, which has recently been renovated with support from the State. Plans are also underway to re-establish passenger rail service from Saratoga Springs to North Creek.

In June 2001, Governor Pataki announced \$1.8 million in transportation funds to restore 40 miles of track between the Town of Corinth in Saratoga County and the Hamlet of North Creek. The rail line project hopes to expand existing tourist railroad service from North Creek south to Thurman, Hadley and Corinth, with the long-term goal of extending service to the newly-refurbished Amtrak station in Saratoga Springs.

Since 1995, the State of New York has contributed over \$23 million in capital improvements at Gore Mountain, including the installation of the \$5 million Northwoods Gondola in 1999. The project was followed by the development of the Topridge section of the mountain that included construction of trails with double chair, base lodge and on-mountain lodge improvements, updated grooming equipment and increased water capacity for snowmaking through the Hudson

River Pipeline Project. ###

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March 31, 2005

FrontStreet Project to Enable Skiing at Old Gore Ski Bowl

FrontStreet Mountain Development, LLC, a private investment company, announced today that it has acquired 323 acres of land located in North Creek, New York at the site of the Old Gore Ski Bowl. This property was part of the historic Old Gore Ski Bowl, one of the first ski areas in the North East and the site of the first Ski Patrol. FrontStreet plans to enable public skiing on the portion of the Ski Bowl that has been in private hands and closed for decades. This will include the reopening of the Hudson Trail which was a favorite of the many North Country skiers.

The Ski Bowl is adjacent to the Gore Mountain Ski Area, one of the largest ski areas in the East. Gore is operated by the Olympic Regional Development Authority (ORDA). The Town of Johnsbury, ORDA and the Warren County Economic Development Corporation (WCEDC) have been working collectively to connect Gore Mountain and the Town Park, which contains a portion of the Ski Bowl. FrontStreet plans to cooperate with these organizations to combine the public and private sections to enable public skiing at the entire Ski Bowl area, as part of the program to connect this area to Gore Mountain proper.

In addition, FrontStreet intends to work closely with the Town, the Adirondack Park Agency (APA) and other regulatory / environmental organizations to create an appropriate development project to utilize the remaining portions of this unique property. The project concept and details are currently being designed to include a ski-in / ski-out venue with lodges, single family homes, condominiums, as well as hotel and retail space.

It is anticipated that the connection of Gore Mountain and the Ski Bowl, coupled with the restoration of the full Ski Bowl, will bring significant economic growth and opportunity to the surrounding Town of Johnsbury and the North Country in general. The FrontStreet project will support this objective and help create new opportunities for employment, generate increased revenue to the community and help support the local tax base.

As FrontStreet develops the specific plans for this project, it will provide information to interested community members. An initial public information meeting will be organized to discuss the project with community organizations and Town committees. A web-based information vehicle will also be implemented.



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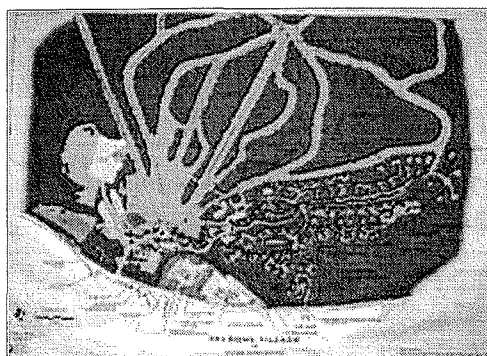


Ski Bowl Project News

Ambitious Ski Bowl projects hinges on agency's decisions

By CHRISTINE MARGIOTTA

Updated: 1/11/2006 6:44:32 AM



NORTH CREEK -- The rusty skeletons of chairlifts creaked back and forth in a chilly breeze Monday, dangling on a skinny wire that hasn't carried a skier since 1976.

At the North Creek Ski Bowl, scattered ski tracks weave through the snow around the old lift poles, shadowed by Gore Mountain. Even on this unseasonably warm January afternoon -- seemingly perfect for a quick ski -- not a soul is in sight, save a few maintenance workers in the Town of Johnsbury's garage below.

Though now a ghost of its former self, this neglected ski lift is on the verge of resurrection. The town of Johnsbury is set

to turn it into a new, triple-chair lift that leads to the Ski Bowl's intermediate and expert-level terrain, and ultimately, the trails at Gore.

It's one part of an enormous effort to transform the Ski Bowl from a quiet snow-tubing haven into a winter destination that rivals the best ski resorts in the Northeast.

The Adirondack Park Agency will present the Ski Bowl expansion project as an amendment to Gore Mountain's plan for future development at a 9 a.m. meeting Thursday at APA headquarters in Ray Brook.

Members of the public and other state agencies, such as the Olympic Regional Development Authority, will be able to submit comments on the project until Feb. 9, when the APA is scheduled to form a consensus on the project, said ORDA spokesman Sandy Caligiore said.

"We'll really have a barometer as to how the public feels about a development like this in the Adirondacks," Caligiore said.

The town of Johnsbury has already secured \$800,000 in state and federal funding to renovate the ski hut on the property and is now in the process of applying for a \$520,000 grant from the state Office of Small Cities to build the triple-chair lift, said Town Supervisor William Thomas.

Meanwhile, Sen. Elizabeth Little, R-Queensbury, will watch for Ski Bowl funding in the final budget of George Pataki's gubernatorial career, to be revealed next week.

About \$11 million is needed to build the larger lift that will link the Ski Bowl with Gore Mountain.

Though she doubts the project will get its own line item, Little was optimistic

Though she doubts the project will get its own line item, Little was optimistic.

"It would be nice if it would," she said Tuesday.

A multimillion-dollar project that will sweeten the pot -- or in this case, the bowl -- for the state is just months away from an Adirondack Park Agency decision crucial to its future.

That \$200 million private project, spearheaded by Mac Crikelair of Fronstreet Mountain Development, would build 175 townhouses, 20 single-family homes, two inns, a member-exclusive lodge, an equestrian center, a golf course and a restaurant at the Ski Bowl.

Ultimately, the private development and the ski lifts would give people staying in homes or hotels at the Ski Bowl direct access to Gore Mountain. They would be able to ski from the top of the mountain down into the quaint, but struggling, hamlet of North Creek -- an approximately 30-minute downhill run.

If the agency approves the project, it will set off a domino effect of land swaps -- one of which includes property needed to build the larger ski lift connecting the Ski Bowl to Gore.

"We're ready to go forward," Thomas said. "But obviously (Crikelair) needs his approval from the Park Agency to do his development before anything can move forward."

Approval of the development guarantees the town will undergo a revaluation sometime within the next two years. Residents already wrestling with high property taxes worry they won't be able to afford the taxes generated by the sharp increase in property values.

But Thomas believes the project will do more good than harm in the end.

An impact study from the state Comptroller's Office showed that linking Gore Mountain with the Ski Bowl could bring as much as \$45 million into the region's economy. Thomas and Town Councilman Sterling Goodspeed said the Ski Bowl project could initially provide as many as 300 new jobs.

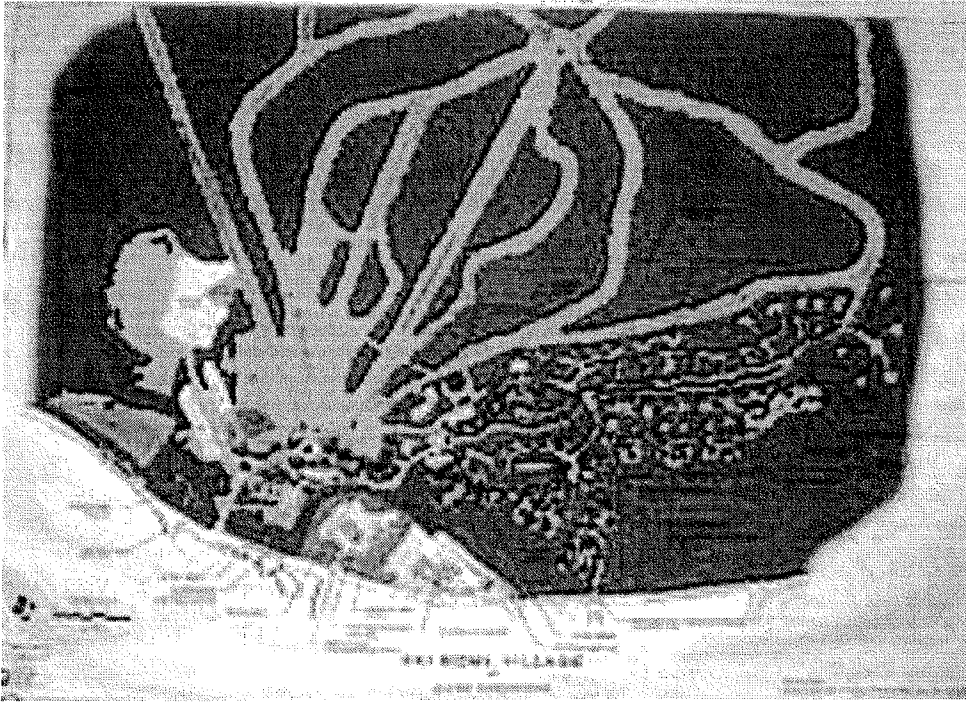
APA spokesman Keith McKeever said the project is already in good standing with the agency, after some "cooperative" pre-application meetings.

The APA expects to receive the application sometime within the next month and could take up to three months after that to approve or deny the project.

"We've been working very well together," McKeever said. "I can't say we're going to rubber-stamp it, but there's been a very good relationship with the applicant and the town on the project."

Gov. George Pataki did visit the North Creek Ski Bowl last July and praised the development project, but he made no formal funding pledge.

No applications for state money have yet been submitted.



minimal, he said. Same goes for the impact on infrastructure needs, especially when weighed against the benefits.

"When you put up 200 townhouses at 450 (thousand dollars) each, that's an enormous boon," he said, noting the riches will be shared too. "Warrensburg will feel it. Chestertown will feel it. I think the town will maintain a wonderful rural character, but there will be a huge economic benefit to the region."

Transortation Bill Includes Ski Bowl Funding

The 2005 Transportation, Treasury, Housing and Urban Development Appropriations bill passed in The House of Representatives on November 18th. Included in this bill is an additional \$500,000- of funding for the Gore Mountain to North Creek Ski Bowl interconnection project. This brings the federal funding brought home by U.S. Rep. John Sweeney to \$750K to date. Thank you Representative Sweeney for leading the way on this critical project! Isn't it time for Albany to join in?

Ski Bowl Village: A New Era for North Creek

By Linda Ellingsworth

(This article appears in the "Gore Mountain Lake George Region Guide")

After years of diligent work by town, county and state officials, Gore Mountain management, real estate agents and developers, North Creek is poised to become the site one of the Northeast's major ski resorts. The final piece fell into place in 2005, as the 300-acre site adjoining the historic North Creek Ski Bowl was sold to a developer who plans to create a world-class resort called "Ski Bowl Village" on the site. In addition, significant state and federal funding has been pledged to build a ski lift that will connect Gore Mountain to the Ski Bowl and the new village.

"This has so much potential, and will improve the quality of life in the town," said Realtor Mark Bergman of Adirondack Country Homes. Bergman brokered the sale of the site to Front Street Mountain Development, a company founded by David Crikelair of Connecticut. Crikelair is a former treasurer of Texaco whose father owned a large farm in Riparius. The Crikelair family has a long history of skiing at Gore Mountain, said Bergman, including participation in the mountain's racing

program.

"They thought this looked like an interesting venture," Bergman said. David Crikelair has appointed his 28-year-old son Mac as project manager for the development.

"The property was of interest to us," said Mac Crikelair. "We kept saying, 'we hope it gets done right'." When no one else stepped forward to develop the property, the Crikelair family decided to jump in. "We figured we could have a lot of fun with this," Mac said. "We already know a lot of people here on the mountain." Crikelair noted that he is the fourth generation in his family in the area, and has been skiing at Gore since he was two years old.

The Crikelairs have been working closely with the Town of Johnsburg. They've also held public meetings for the townspeople, hired the LA Group to assist with planning, and have been working with Gore Mountain, the Olympic Regional Development Authority (ORDA) and the Adirondack Park Agency (APA). "It's been a good opportunity to pool everyone's ideas," said Crikelair. "We've had input from the local community about the historic ski trails at the Ski Bowl, and we've talked with Mike Pratt (Gore Mountain General Manager) about how he wants the new ski trails positioned." The overall plan will be submitted to the APA in the near future, he said.

Johnsburg Town Supervisor Bill Thomas is ecstatic about the development. "We are looking forward to becoming the premier ski attraction in the East," he said. "We've reached the point where all the hard work will pay off." He points to 2005 as the year that the "three legs" of the project came together: a private developer came forward; the state committed millions of dollars to the Ski Bowl, and the town began work with the developer to make the project a reality.

The project's scope is impressive. Ski Bowl Village will be a "totally integrated village" at the base of the Ski Bowl, said Bergman. Upon completion, the village will host more than 200 residential units that will be comprised of 170 to 180 townhouses and 25 single family residences. The townhouses will be constructed in Adirondack Great Camp style architecture, featuring natural materials such as log, stone and even garnet. Wherever possible, materials will be obtained locally. "These will be first class residences that will sell in the \$400,000 price range," he commented.

Ski Bowl Village will also include a 30-room bed & breakfast/inn, a 60-room inn, and a 125-room hotel. A private member-based lodge named Hudson Lodge will be built as well. Similar to a country club, Hudson Lodge will accommodate 100 families who will pay an initiation fee to join. With half of the memberships already verbally sold, "there will be a waiting list," Bergman predicted.

Other amenities include an 18-hole golf course, a day spa and an equestrian center. The equestrian center will have horse boarding facilities and an arena, and will provide access to the area's trail system. It is these facilities that will help North Creek become a four-season resort, said Bergman.

Ski Bowl Village will be built in three phases, which will overlap. Phase 1 is slated to start in April 2006, with the construction of approximately 20 to 40 townhouses, the 30-room bed & breakfast and Hudson Lodge, which will be open by the 2006-2007 ski season. "For Phase 1, we're trying to add things that won't compete with the town," said Crikelair. "We want to encourage people to interact with the town."

Crikelair also noted that the extent of Phase 1 is somewhat dependent on the amount of state funding for the ski lifts that will connect to Gore. "If the full connection is funded," he said, "Phase 1 will be larger."

Phase 2 will include construction of the hotel, and Phase 3 will see the building of the single family residences. Bergman said that he already had several commitments to buy townhouses (clarification - not selling yet!). "There's little doubt we will sell out Phase 1 pre-construction," he commented.

Beyond bringing more people to North Creek, there is also a direct local economic benefit. Ski Bowl Village stands to add \$600,000 to the tax base of Johnsburg, said Bergman. "And the owners of these townhouses will not use a lot of town services," he added. All roads in the development will be private and not maintained by the town. Ski Bowl Village will also have its own wastewater treatment plant.

Of course, without the connector lift to Gore Mountain, the proposed village would never come to pass. In the past year, Congressman John Sweeney has obtained \$250,000 in federal funds for the project, said Thomas, and has pledged another \$500,000 for 2006. Through State Senator Betty Little's advocacy, \$5.5 million has been earmarked to help build the lift that will connect the North Creek Ski Bowl to Gore.

"There are a lot of challenges ahead," said Thomas, "but this is very exciting." In the future, he hopes to obtain grant money to build a substantial base lodge at the Ski Bowl that will be used by ORDA in the winter, and the townspeople in the summer months. And if the train connection can be completed to Saratoga, there will be a need for a gondola to shuttle skiers from the North Creek train station to the Ski Bowl. Thomas also envisions lighting the slopes on the Ski Bowl, and replacing the single chair lift with a triple chair.

Supervisor Thomas sees all these developments as positive signs for an area that has seen more than its share of economic strife. "This is very good for the community," he commented. "With this type of growth, North Creek and the whole area will prosper."

Governor Pataki tours North Creek Ski Bowl

Tuesday, Jul. 19, 2005

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Sweeney as well as our local elected officials to make this a reality for the People of Warren County, Town of Johnsbury and the State of New York.

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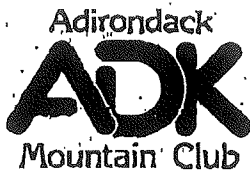
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February 1, 2006

Conservation

Education

Recreation
Since 1922

Michael Pratt, General Manager
Gore Mountain Ski Center
PO Box 470
Peaceful Valley Road
North Creek, New York 12853

Dear Mr. Pratt:

On behalf of the Adirondack Mountain Club (ADK), I would like to take this opportunity to comment on the 2006 Unit Management Plan (UMP) Amendment and Supplemental Environmental Impact Statement for Gore Mountain Ski Center.

ADK is dedicated to conservation, education, outdoor recreation and protection of New York's Forest Preserve, parks, wild lands and waters. We represent over 30,000 hikers, paddlers, skiers and backpackers.

Page 5-3 of the Draft UMP amendment states that:

Trees lawfully cut can be removed from the premises in any manner deemed feasible by ORDA so long as such method is consistent with the guidelines of the State Land Master Plan, this UMP and Article 8 of the ECL. (Draft UMP Amendment, p. 5-3)

While ADK does not disagree with this statement, the UMP Amendment should also state that tree removal must also comply with the Department of Environmental Conservation's (DEC) Lands and Forests Policy LF-91-2 entitled "Cutting, Removal or Destruction of Trees and Endangered, Threatened or Rare Plants on Forest Preserve Lands."

Thank you for the opportunity to comment on this important document.

Sincerely,


Marisa Tedesco
Conservation and Legislative Director

cc: Richard Weber, Adirondack Park Agency

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Mr. Michael Pratt
General Manager
Gore Mountain Ski Center
The Olympic Regional Development Authority
PO Box 470
Peaceful Valley Road
North Creek, NY 12853

Jan. 31, 2006

Dear Mr. Pratt:

Thank you for the opportunity to review the Gore Mountain 2005 Amendment to the Unit Management Plan and the supplemental environmental impact statement. We appreciate the earlier briefing you gave to the conservation groups on this UMP and the alternatives ORDA is considering in your continuing efforts to upgrade this ski center and make Gore Mountain more of a destination ski center. We agree that such a development will be a great benefit to the town of Johnsbury and the hamlet of North Creek.

Our comments on the proposed UMP amendment and EIS are as follows:

Audubon New York is the state office of the National Audubon Society. We are a non-profit conservation organization with 50,000 members in 30 chapters across New York State. Our mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife and their habitats for the benefit of humanity and the earth's biological diversity.

In New York, as in many other states, Audubon has identified bird species of special concern and bird conservation areas of similar special concern, known as Important Bird Areas. We have not identified Gore Mountain as an IBA, but other extensive areas have been so identified. We do, however, have a special concern for species that live in high elevation habitat. In the UMP and the EIS, ORDA has undertaken surveys on the ski mountain for one species of special interest to us, Bicknell's Thrush, but there are also other species of prime interest to the conservation community that have similar high-elevation spruce-fir habitat needs, such as Bay-breasted and Blackpoll Warblers. The former is considered a species of continental concern and the latter a species of regional concern and responsibility.

We would like to suggest that, in the time between now and when the new trail construction work is undertaken on the mountain, that ORDA invest in more comprehensive bird studies over more of the mountain. We have made a similar request of the company proposing to place a wind turbine farm on neighboring Pete Gay Mountain. We do not believe we have a sufficiently detailed picture of bird and other wildlife on this mountain.

Of immediate and specific concern is the proposed C-7 trail connecting the top of the gondola with Saddle Lodge. From a skiers perspective this trail is certainly needed for the many intermediate skiers who take the gondola to the top only to be confronted by two very difficult diamond trails to come down. However, from an ornithological perspective the WCS studies done to date are far from the final word on bird life on this high-elevation area. We understand that the Bicknell's Thrush surveys to date did not detect the presence of this species on two separate occasions in 2004 and 2005, but further surveys would be of great benefit to us all.

We appreciate the wealth of detail in the UMP and EIS document describing the alternative trail patterns and the accompanying maps. We understand that some new trails are being proposed on state property, some on the town ski bowl property, and some on the privately owned adjacent property to the north of the public lands. However, it is not clear which project is the preferred option. Nor is it clear what the business and ownership relationship will be between ORDA, the town of Johnsbury, and the private development company named in the UMP/EIS. Given this confusion, we would suggest at this time that ORDA either: a) make the UMP and EIS very clear as to the options and the preferences; or b) restrict new trail development to the ORDA and town ski bowl properties presently owned by the town. Mixing public and private interests in the way suggested in this document could well lead to some costly mistakes that are better avoided now rather than litigated later.

Until these land purchase and land swap arrangements are completed we would respectfully suggest that the alternative trail additions proposed as 11-I, 11-J, 11-K, 11-L, and 11-N be the preferred trails.

Sincerely,



Graham L. Cox
Coordinator of Forest and Open Space programs

cc NYSDEC Commissioner Denise Sheehan
APA Chairman Ross Whaley
APA Executive Director Richard LeFebvre

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February 6, 2006

Ross Whaley, Chairman
Adirondack Park Agency
P.O. Box 99
Ray Brook, New York 12977

RE: Comments on Gore Mountain Amendment to the 2002-2007 Unit Management Plan (UMP) and Supplemental Environmental Impact Statement (SEIS).

Dear Chairman Ross Whaley and Agency Commissioners:

The Association for the Protection of the Adirondacks has reviewed the Gore Mountain Amendment to the 2005 UMP and the Supplemental Environmental Impact Statement (SEIS) and we wish to offer the following comments, concerns and recommendations.

The Association recognizes the significant work that Mike Pratt of Gore-ORDA, town officials, principals of the Front Street Partnership, Inc., LCC and the public have made to improve the North Creek ski bowl in tandem with other economic development in the community and with improvements at the Gore Mountain Intensive Use Area.

While the Association has not taken a position on the overall project, we do wish to understand this project more fully and comprehensively. Frankly, we believe that there has been insufficient time for truly worthwhile and inclusive public participation and understanding of the proposed action. It is a complex project and the amendment and supplemental environmental impact statement (SEIS) materials have only been available for less than one month. We urge that the Adirondack Park Agency extend the comment deadline a minimum of 45 days to allow the public to have sufficient time to consider the materials and to review additional information that may be lacking.

We also find the current Gore amendment and (SEIS) in need of significant strengthening regarding some important ethical, municipal and environmental issues that require far more coverage in the documents and public comment.

The specific comments and concerns that we request be addressed in the final UMP amendment and SEIS are as follows, discussed under separate headings without priority to order:

Thank you for considering the Association in your Estate Planning

The Gore UMP is a Classic Case of Project Segmentation.

Quite simply, the Gore UMP amendments are intimately linked to other development proposals, and they must be assessed as an interrelated package of private, Town, and State projects. To do otherwise is to fly in the face of the clear mandate of the State Environmental Quality Review Act (SEQRA) to avoid project segmentation. Gore officials and project participants assert no direct linkage between the private developers Front Street Partnership, Inc. LLC and the Gore Mountain Intensive Use Area. Specifically, the proposed ORDA/Town agreements for operation of the Ski Bowl facility are critically important to the interests of a private developer whose large project has yet to undergo any review by the Adirondack Park Agency. These linkages are significant and ORDA's disavowal of them is concerning.

For example, what future development impacts would be fostered by implementing the amendment that now supports town interests and the interests of one developer? How can the Agency fairly consider approval of the current UMP amendment and SEIS in the context of this segmentation, not having true knowledge of the related development that may be proposed by Front Street Partners now, or in the future? In considering approval of this UMP amendment and SEIS, how can the Agency fully evaluate build-out implications of the proposed private development, and the possible spin-off impacts to state land resources at Gore Mountain Ski Area and its intensive use lands, or adjacent and nearby state land resources?

The Association finds these questions impossible to address in the review of the present UMP amendments before the Agency. We further question the appropriateness of a State authority like ORDA, that is first and foremost required to protect and preserve the Forest Preserve lands under its control, to encourage and to facilitate large-scale development on the park's private lands.

ORDA's UMP Amendments Contravene the SLMP's Primary Mandate

We remind the Agency that the Adirondack State Land Master Plan (ASLMP) calls for the following key provisions within intensive use ski areas:

the "primary management guideline...will be to provide the public opportunities for...downhill skiing...in a setting and on a scale that are in harmony with the relatively wild and undeveloped character of the Adirondack Park."

The ASLMP further stipulates that:

"All intensive use facilities should be located, designed and managed to have the minimum adverse impact possible on surrounding state lands and nearby private holdings."

With such clear and unequivocal guidance for intensive use ski areas within the Master Plan, the Adirondack Park Agency is fully required in our view to assess the likely long term impacts of the linked development on the hamlet and low intensity use lands, as well as the adverse impacts upon the ski bowl property in addition to Gore Mountain lands and facilities. This should be done in conjunction with the UMP amendment process, not at some future date.

Moreover, the UMP amendment's assertions, both direct and implied, that these facilities are needed to permit Gore Mountain to compete with private ski "destination resorts" in Vermont or elsewhere is incongruous with sustaining the state ski facility at Gore "in a setting and on a scale that are in harmony with the relatively wild character of the Adirondack Park." Striving to maximize recreational potential at Gore so as to compete directly with major private ski resorts elsewhere also runs directly contrary to the "forever wild" covenant of Article XIV of the State Constitution, as well as the specific ski area amendment and the Adirondack State Land Master Plan.

We believe it is the Agency's responsibility to place a check on State ski area growth and development where it runs counter to the Master Plan or the constitution. We further believe that the Agency should require a comprehensive assessment of the past, current and expected total build-out of all trails, roadways, parking areas and other facilities at the Gore Mountain intensive use area must be prepared and evaluated.

Visual Impacts of the Proposed Project

The Association believes that the final UMP amendment and SEIS must more fully evaluate the visual impacts of expected powerlines, snow-making facilities, ski lift towers and cabling, any new road construction, and all outbuildings (especially those at higher or clearly visible elevations at Gore and the Ski Bowl) in addition to the planned "trail cut" areas.

The "impacts" section of the UMP amendment and SEIS and the "alternatives" sections should much more fully address the impact of the proposed project, facilities, and new trails on the ASLMP's goal of preserving the wild and undeveloped nature of the state's intensive use ski area lands of the Forest Preserve.

Constitutional and environmental issues associated with greater than 25 percent increase in tree cutting on and off the Forest Preserve

The Association expresses concern that the UMP amendment proposes nearly doubling the size of Forest Preserve acreage impacted by timber felling and clear cutting from the previously approved 49 acres to approximately 88 acres in total cut areas. While the UMP amendment asserts that final trail mileage at Gore will reach 35.4 miles, thus being within the 40-mile approved limit under the constitutional amendment, there is no listing of historical, current and proposed trails and lengths.

Moreover, regarding the impact of the new trail mileage and lift development, the UMP amendment and SEIS fail to adequately address the impacts of the changes proposed on the ASLMP's overall goals for maintaining the relatively wild and undeveloped character of ski area intensive use lands.

Concerns over storm water runoff, erosion controls and protection of water quality within the North Hudson River Corridor as well as town and village water resources

The stormwater pollution prevention plan (SWPPP) is clearly only a boilerplate outline of measures to be taken at ORDA facilities in order to control the impacts of stormwater runoff. Despite the inclusion of rough drainage maps and appendices of technical data regarding specific subcatchment stormwater control for a 100-year storm, there is no clear site-specific, comprehensive stormwater control engineering plan for the proposed development that the public can adequately understand or evaluate.

Given the important linkages in this project both on and off mountain, and the potential for significant impacts for soil erosion and water quality, we urge that ORDA provide a far more detailed and comprehensive engineering plan for stormwater runoff in the final UMP amendment and SEIS.

The final plan should also make clear the expected increases in water intake, snowmaking and facility use, and any impacts from such activities in the final plan.

Lack of any comprehensive assessment of energy impacts, or demand increases associated with the project

The plan stipulates that the proposed actions both on and off mountain (on public and adjacent or nearby private lands) will increase regional revenues from real estate development ski center recreational activity increases and ski tourism from \$ 21.7 million annually to \$ 44.9 million annually. Ironically, the UMP amendment and SEIS suggest without foundation that no revisions are necessary for the prior UMP's section 10 on the effects on the use and conservation of energy.

Clearly, the UMP amendment and SEIS must be significantly strengthened to assess adequately and forthrightly the critical nature of the likely impacts and growth of energy consumption, needs, and increased demands from this proposed amendment impacting both the Gore Ski area, the ski bowl, and private lands development on hamlet and low intensity use lands.

Noise and Other Impacts to the Hamlet and Character of North Creek

ORDA's proposed development of the Ski Bowl would bring marked changes and significant development and greatly increased recreational use within the hamlet of North Creek. The final UMP amendment and SEIS should fully evaluate the impacts of this project on the hamlet character of North Creek as well as specifically evaluating the likely impacts of traffic, noise (from lifts and snowmaking), construction, etc. The final

5

documents should fully assess these impacts and describe strategies or proposals to protect the hamlet character from undue adverse impacts that might otherwise result.

Thank you for your consideration of our comments on this important action.

Sincerely,

Daniel R. Plumley
Director of Park Protection

cc:

R. Lefebvre, APA
H. Keeshaw, APA
M. Pratt, Gore - ORDA

APPENDIX 10

RESPONSES TO SUBSTANTIVE PUBLIC COMMENTS ON THE PUBLIC REVIEW DRAFT OF THE 2005 UMP/SDEIS

APPENDIX 10

RESPONSES TO SUBSTANTIVE PUBLIC COMMENTS ON THE PUBLIC REVIEW DRAFT OF THE 2005 UMP AMENDMENT AND SUPPLEMENTAL DRAFT ENVIRONMENTAL IMPACT STATEMENT (SDEIS)

1.0 Comment Letters Received

Copies of letters submitted during the public comment period are included in Appendix 9, and are listed below.

1. Lincoln Logs® Ltd., 1/3/06
2. The Barton Group, 1/16/06
3. Adirondack Regional Chamber of Commerce, 1/23/06
4. Resident's Committee to Protect the Adirondacks, 1/31/06
5. Adirondack Council, 2/1/06
6. Cunningham's Ski Barn, 1/27/06
7. Caffry & Flower, 1/31/06
8. Adirondack Mountain Club, 2/1/06
9. Audubon New York, 1/31/06 (received 2/8/06)
10. Association For the Protection of The Adirondacks, 2/6/06 (received 2/10/06)

Letters 1, 2 and 3 expressed support for the 2005 UMP Amendment/SEIS and contained no specific comments that required any replies or changes to the Public Draft document. These letters of support are hereby acknowledged.

Letters 8, 9 and 10 were received after the close of the SEQRA Public Comment Period as announced in the 12/28/05 edition of the Environmental Notice Bulletin. Nonetheless, these letters have been responded to in the preparation of the 2005 UMP Amendment and this FEIS.

2.0 Responses to Comments

This section contains substantive comments received during the public comment period as well as responses to these substantive comments. Appendix 11 of this document, entitled "Errata", provides a summary of changes that were made to the Public Review Draft of the 2005 UMP Amendment/SEIS in response to substantive public comment.

2.1 Resident's Committee to Protect the Adirondacks, Peter Bauer, 1/31/06

Comment 1

The commentor feels that, in order to improve the skiing experience for families, beginning skiers and novices, ORDA should focus their efforts on previously approved actions aimed at improving the skiing on Bear Mountain, and give the implementation of

these previously approved Actions priority over New Actions contained in the 2005 UMP Amendment.

Response 1

The Bear Mountain experience is being improved through the actions of the 2005 UMP Amendment. Gore Mountain and ORDA have recognized the need to make other improvements on Bear Mountain, as evidenced by other Actions included in the 2002 UMP. However, due to the sensitivity of the area as potential Bicknell's thrush habitat, Gore Mountain and ORDA have not implemented these Actions and have studied the site and habitat as requested in 2002. The creation of the new novice trail from the top of Bear Mountain to the Saddle Lodge, as proposed in the 2005 UMP Amendment, is designed to improve the skiing experience for less experienced skiers, as requested in this comment. At this time this Action is included in the 2005 UMP Amendment with full consideration of the relationship to Bicknell's thrush. See the Response to Residents Committee To Protect The Adirondacks Comment 4, below.

Comment 2

The commentor questioned whether the proposed connection to the North Creek Ski Bowl is intended to improve the alpine skiing experience or if this an effort to boost land development in the greater Johnsbury Area?

Response 2

The primary purpose of the proposed connection is to improve the alpine skiing experience in compliance with provisions in Article XIV, Section 1 of the New York State Constitution which authorize ski trails and appurtenances thereto on Gore and Pete Gay mountains. Incidental positive economic benefits to the region were, however, also considered during the development of the proposal.

Comment 3

The commentor is concerned that the actions proposed in the 2005 UMP Amendment will cause secondary and cumulative impacts that will result in poorly planned development that will cause an increase in property values and increased development pressure in the greater Johnsbury area. As per comment 1 above, the commentor believes that priority should be given to previously approved Actions approved in the 2002 UMP as opposed to New Actions proposed in the 2005 Amendment.

Response 3

The issues of Growth Inducing, Secondary and Cumulative Impacts were addressed in the 2002 UMP; "The Supplemental UMP is likely to cause growth in the lodging, housing, restaurant and retail sectors. Such growth is directly regulated by the APA outside of the Hamlet of North Creek. Within the hamlet, such growth is consistent with the North Creek Action Plan. Induced growth is likely to have positive impacts such as the creation of jobs, taxes and spending.

There are no other sources of growth in the Johnsbury community, other than subdivision activity which is itself probably, in part, a result of the presence of Gore Mountain. Few cumulative impacts are, therefore anticipated.” *2002-2007 Final UMP/EIS, pages viii and ix, April 2002*

Section 9 of the Public Draft of the 2005 Amendment, “Growth Inducing, Secondary and Cumulative Impacts”, states “There are no revisions to the growth inducing, secondary and cumulative impacts presented in the 2002 UMP. *2005 Amendment Public Draft, page 9-2*

It is important to reiterate that there are local (Town of Johnsbury) and regional (Adirondack Park Agency) planning regulations governing land use and development in “the greater Johnsbury area”, and that adherence to these regulations will insure that any secondary growth will occur in an appropriate and beneficial manner and in accordance with local and regional planning goals.

Comment 4

The commentor requests that ORDA develop a specific 5-year schedule for implementation of New Actions and previously approved Actions, including yet-to-be-completed actions from the 1995 and 2002 UMP Updates, on a year-by-year basis, including an estimated budget for each year of this 5-year period. A suggested list of priorities was provided:

- Complete work on the Hedges trail to improve Access from Bear Mountain,
- Complete the new Ski School Learning Center in the old gondola building,
- Complete previously (1995 and 2002 UMP) approved trail widening,
- Complete work on Pod 10 trails,
- Complete work on the NYSEF building.

Response 4

The priorities for implementing actions are continually being evaluated and reviewed by ORDA and Gore Mountain Management, in consultation with DEC and APA where appropriate. Many of the suggested actions are, in fact, high priorities. However, limitations of capital, industry trends, infrastructure age and capacity, and consumer demands will determine the actual implementation schedule.

Comment 5

The commentor requests that ORDA publish information on the number of skier accidents and the location of these accidents.

Response 5

The Management of Gore Mountain places the highest priority on providing a safe facility. The information requested is irrelevant to the UMP Amendment which is being proposed.

Comment 6

The commentor requests that ORDA provide energy consumption figures from both current use as well as the New Actions proposed in the 2005 Amendment.

Response 6

Section X (10) of the 2002 UMP, entitled "Effects on the Use and Conservation and Energy" addresses this comment. The energy consumption figures do not change from the 2002 UMP. Snowmaking capacities are remaining unchanged. Lift design is being manipulated so total load is approximately the same. The 2002 UMP proposed lifts and trails to connect Gore Mountain with the North Creek Ski Bowl. The 2005 UMP Amendment merely relocates these lifts and trails into a better alignment and configuration. Because the proposed New Actions in the 2005 Amendment will not result in any significant increases in energy use, Section 10 of the Public Draft of the 2005 Amendment states, "No revisions are necessary. Refer to the 2002 UMP." *2005 Amendment Public Draft, page 10-1*. Likewise, on page 2-11 of the Public Draft under the Heading "4. Annual Energy Consumption", the Public Draft states, "No revision to this section is necessary. Refer to the 2002 UMP."

Comment 7

The commentor believes that there should be ongoing study of potential impacts to Bicknell's thrush just as there is ongoing work on Whiteface Mountain.

Response 7

The ongoing work at Whiteface Mountain is a result of on-site studies, conducted by, among others, WCS, that documented the presence of Bicknell's Thrush on Whiteface Mountain. WCS is the same organization that conducted studies at Gore Mountain, and contributed to the preparation of the Public Draft of the 2005 UMP Amendment. (See Public Draft Appendix 7, "Bicknell's Thrush Surveys on Gore Mountain, 2004-2005"). WCS did not observe any Bicknell's Thrush in their 2004-2005 Gore Mountain studies.

Appropriate additional studies will be undertaken at Gore Mt. if and when any other New Actions are proposed in or near potential Bicknell's Thrush habitat.

Comment 8

The commentor requests full disclosure of all materials associated with telecommunication installations/equipment on the Gore Mountain Fire Tower.

Response 8

There are no Actions in the 2005 Amendment related to the Gore Mountain Fire Tower, thus this subject is beyond the scope of this Amendment. Furthermore, as stated in the 2002 UMP, the Gore Mountain Fire Tower is managed by NYSDEC. See page 3-13 of the 2002 UMP/FEIS, page 4-7 of the 2002 UMP/DEIS, and a 12/8/99 Memorandum from NYSDEC included in Appendix 2 of the 2002 UMP/DEIS. Gore Mountain and ORDA have no telecommunications equipment, nor any contracts for such equipment, on the Fire Tower.

Comment 9

The commentor stated that the 2005 Amendment lacks information on invasive species.

Response 9

See pages 5-3 and 5-4 of the Public Draft of the 2005 UMP Amendment under the heading "Invasive/Exotic Plants", that provide a description of specific measures on how ORDA proposes to address the issue of terrestrial invasive plant species, including a description of proposed cooperative efforts with NYSDEC and NYSAPA.

2.2 Adirondack Council, John Davis, 1/31/06

Comment 1

The commentor feels that ORDA needs to provide additional information on the potential impacts on property values, development trends and potential secondary and cumulative impacts that could result from the actions included in the proposed 2005 Amendment.

Response 1

See the response to substantively similar Residents Committee To Protect The Adirondacks Comment 3 in Section 2.1, above.

Comment 2

The commentor believes that ORDA should continue studying and monitoring potential impacts to Bicknell's thrush, including giving consideration to not extending spring or summer recreational activities in or near potential Bicknell's thrush habitat.

Response 2

See the response to substantively similar Residents Committee To Protect The Adirondacks Comment 7 in Section 2.1, above.

The Public Draft of the 2005 UMP Amendment does not propose to extend spring or summer recreational activities in or near Bicknell's Thrush habitat. Page 2-11 of the Public Draft, under the heading "3. Non-Ski Season Use", states, "No revision to this section is necessary. Refer to the 2002 UMP."

Comment 3

The commentor states that tree cutting should be kept to a minimum in order to prevent exacerbation of previous forest fragmentation and other potential environmental and social impacts.

Response 3

Page 5-4 of the Public Draft of the 2005 UMP Amendment provides that “only areas absolutely necessary for construction of ski trails, ski lifts, and other proposed improvements will be cleared of vegetation. All other areas will be maintained in a natural state.” All tree cutting and other activities related to the proposal will be in compliance with Article XIV, Section 1 of the New York State Constitution and NYSDEC tree cutting policies. *2005 Public Draft UMP Amendment, page 5-1; 2002 Final UMP/EIS, page vii.*

Gore Mountain is classified as an Intensive Use Area for the purpose of providing skiing and other outdoor recreational opportunities. The extent of allowable development is specified in Article XIV. The development proposed in the 2005 UMP Amendment is well within these Constitutional limits.

Comment 4

The commentor is concerned that the goal of making Gore Mountain a destination ski resort is not keeping with the purposes for which the Adirondack Park was established.

Response 4

The Adirondack Park was initially established for the purpose of delineating the area in which State land acquisition was to be focused. In 1971, the legislature created the Adirondack Park Agency to regulate the development of private land within the Adirondack Park and to develop guidelines for the management of State lands located within the Adirondack Park. Virtually of the State land within the Adirondack Park is Forest Preserve land under the jurisdiction of the Department of Environmental Conservation. Presumably, compliance with the Adirondack Park Agency’s rules and regulations pertaining to private land within the Park and the Adirondack Park State Land Master Plan for state lands within the Park, as well as the rules and regulations of the Department of Environmental Conservation, displays consistency with the “purposes for which the Adirondack Park was established.” Both the Adirondack Park Agency and the Department of Environmental Conservation are “involved agencies” in the SEQRA review of this UMP Amendment and will issue SEQRA Findings Statements on this UMP Amendment. Furthermore, the Adirondack Park Agency is responsible for reviewing this UMP Amendment, and other Unit Management Plans, for their consistency with the Adirondack Park State Land Master Plan, and the Commissioner of Environmental Conservation must approve this amendment before it becomes effective.

The Adirondack Park itself already is a “destination” recreation area and is visited by hundreds of thousands of people each year for a variety of recreational experiences

including, but not limited to hiking, camping, fishing, boating, sightseeing, snowmobiling, cross country skiing, etc., as well as for downhill skiing. State law does not preclude the Adirondack Park from being considered as a “destination.” In fact, the Adirondack Park State Land Master Plan clearly recognizes the importance of Forest Preserve land as a place for public recreation.

2.3 Cunningham’s Ski Barn, Patrick Cunningham, 1/31/06

Comment 1

The commentor believes that a better way of connecting Gore Mountain to North Creek would be to create ski trails and lifts to connect Pete Gay Mountain and South Mountain with the existing Ski Area. Specific recommendations are provided. Previous land use classification actions by NYS have made this alternative infeasible.

Response 1

This concept for future development has been reviewed but rejected for inclusion as part of this Amendment. Many of the suggested concepts may be worthy of consideration when the next Gore Mountain Unit Management Plan Update is prepared. The Pete Gay interconnection has been determined to be an incredibly long distribution lift that would funnel all traffic to the north side of Gore or require a long return run to the Ski Bowl Base. This configuration did not pass the “stand-alone test”, and was thus ruled out as a preferred option. The Pete Gay Lift, as a distribution lift, requires other actions for it to be successful. One of the goals of the planning for Gore Mountain has been to have each action compliment, but not depend on, the next action. For this reason, the Pete Gay Lift was not a preferred option.

Comment 2

The commentor feels that the proposed lift connecting the base of the Historic North Creek Ski Bowl with the base of Gore Mountain is not practical.

Response 2

As stated on page 1-2 of the Public Draft, the gondola will provide a 2-way connection between the base area of Gore Mountain and the base area of the North Creek Ski Bowl. This connection will be critical in early and late season, when all lifts and trails are not open. The Lift will be available 12 months a year and will be an important attraction and amenity to the guests.

2.4 Caffry & Flower, John Caffry, 1/31/06

Comment 1

The commentor states that the Gore UMP amendment/SEIS violates SEQRA by segmenting the environmental review of the FrontStreet development proposal.

Response 1

Segmentation has no applicability to the entirely separate and independent actions being proposed by the Olympic Regional Development Authority (a New York State Public Authority) and FrontStreet Development (a private entity proposing a project referenced as Ski Bowl Village at Gore Mountain). These are two separate “actions” under SEQRA (ECL Article 8) as that term is defined in that statute.

To suggest that an amendment to the Gore Mountain Unit Management Plan (UMP) constitutes a component of the “whole action” regarding the Ski Bowl Village project proposal reflects a misunderstanding of both the SEQRA statute and these two underlying actions. No one component of either of these actions is related. They may complement each other functionally for economic/recreational benefits, but these actions are completely independent of each other, and from a regulatory review perspective, will be approved, denied or modified independent of each other.

Under 6NYCRR 617.2(ag) Segmentation is defined as the division of the environmental review of an action such that various activities or stages are addressed as though they were independent, unrelated activities, needing individual determinations of significance.

Specifically, the proposal does not constitute segmentation for a number of reasons:

- There is no common purpose or goal between ORDA’s request for a UMP Amendment and FrontStreet Development’s project proposal;
- There is no common reason for these two proposals being completed at or about the same time;
- The properties involved in these two proposals are in separate and distinct ownership governed by regulatory rules and laws completely unrelated, as a matter of NYS Constitutional law and other State statutes, to each other;
- There is no component or segment of these two proposals which relate in any way to an identifiable overall plan;
- No single component or segment of these proposals are functionally dependent on each other. The Gore Mountain Ski Center improvements such as additional ski trails and ski lifts proposed by ORDA in the UMP Amendment are functionally independent from and can go forward in exclusion of the FrontStreet development proposal, and vice versa: the

FrontStreet development proposal could go forward without the approval of the UMP amendment;

- With regard to regulatory approvals, no one approval of a phase or segment of either of these two proposals commits any involved State agency to approval of subsequent phases or segments. The adoption of the Gore UMP Amendment by ORDA and NYSDEC in no way pre-determines the approval of the FrontStreet development proposal.
- The UMP process is governed by the State Land Master Plan (SLMP) and Section 816 of the Adirondack Park Agency Act which only applies to public lands owned by the People of the State of New York, under the care and custody of the Department of Environmental Conservation pursuant to the Environmental Conservation Law, and protected by Article XIV of the State Constitution. This body of law has no applicability to privately-owned lands in the Adirondack Park, including the FrontStreet Development project proposal.
- The FrontStreet Development project is subject to the Adirondack Park Land Use and Development Plan and Section 809 of the Adirondack Park Agency Act which guide subdivision, and new land use development on private land within the Park. Class A and Class B project review pursuant to Section 809 is given specific statutory recognition under SEQRA and therefore treated as a Type II action under 6 NYCRR Part 617 to allow the procedures of the APA Act to address potential impacts of private development.

Simply stated, an argument that these two undertakings are a violation of the segmentation principle pursuant to SEQRA stems from a misunderstanding of the actual proposals (emphasized by the fact that FrontStreet Development has not submitted a permit application to either local or State regulatory agencies), resulting in a misapplication of the SEQRA statute with regard to both of these undertakings.

Comment 2

The commentator believes that, contrary to the findings of the proposed UMP Amendment, including the 2003 NYS Comptroller's Economic Impact Study, a ski-in/out connection to the hamlet of North Creek is impractical given the presence of NYS Route 28. The commentator also feels that the intent of the proposed connection is merely to subsidize the development of the proposed private FrontStreet project. This is in violation of clauses of the NYS Constitution, including the Forever Wild clause and Gift clause.

Response 2

The Office of the New York State Comptroller's report referenced in this comment is located in Appendix 1 of the 2005 UMP Amendment. This report examines an interconnect between the main trail network of the Gore Mountain Ski Center and the Hamlet of North Creek, including the reestablishment of ski trails at the Historic North

Creek Ski Bowl, which was proposed and approved in the 2002 UMP, and is a key element in establishing this interconnect.

The 2002 UMP established the interconnect with the North Creek Ski Bowl and Gore Mountain. The concept of bringing the skiers closer to the business district and the regional amenities is still achieved through this Amendment. The physical impediment of NYS Route 28 is acknowledged, but offering the perception of close proximity and the Town's goal of offering a free local shuttle will minimize traffic and increase the business levels of the regional businesses. As stated in the 2002 Unit Management Plan, "The actions in the UMP are consistent with the local planning documents such as the Johnsbury Master Plan and the North Creek Action Plan. The UMP contains specific actions and commitments to foster cooperation and links between the Ski Center and community, such as the connection of Gore Mountain to the North Creek Ski Bowl." *2002 Final UMP/EIS, page viii, April 2002*

Neither the 2002 UMP, nor this proposed 2005 Amendment thereto, propose to provide a direct skiing link to the Hamlet proper. In order for this direct skiing link to even be feasible, a lift would have to be connected between the Hamlet and either the Ski Bowl or Gore Mountain. Likewise, a ski bridge over Route 28 would have to be constructed to make this physical connection. Neither of these actions is proposed, nor were they contemplated, as part of the 2002 UMP or this 2005 UMP Amendment.

The interconnect between Gore Mountain and the North Creek Ski Bowl were proposed in the 2002 UMP to expand the skiable terrain at Gore Mountain, improve the skier experience, re-open the Historic Ski Bowl as well as provide the contact between Gore Mountain and the Hamlet of North Creek. The actions in the 2005 UMP Amendment merely improve that contact and in no way are intended to subsidize private development. These actions are contemplated in 2002, well before FrontStreet purchased the lands of Monter. The revised lift and trail alignment are now proposed since the lands are now available to improve the interconnect which were not available in 2002.

In general, the development of State facilities often has incidental economic benefits for landowners in nearby areas. For instance, the decision on where to locate exits on the Northway likely had a positive economic benefit for those who owned land near those exits. Indeed, the mere acquisition of land by the State for inclusion in the Forest Preserve will often have a positive economic impact on the value of privately-owned adjacent lands. Such incidental and unavoidable economic benefits do not violate the gift provision of the New York State Constitution. An interpretation of the Constitution which means that the development of ski trails and appurtenances thereto on Gore Mountain is unconstitutional if it results in incidental, unavoidable positive economic impacts on neighboring landowners could effectively prevent the development of any new trails on Gore Mountain and, in effect, render meaningless the constitutional authorization for the development of the ski trails.

Comment 3

The commentor believes it is doubtful that Gore will ever become a destination ski resort given what the commentor believes to be the following perceptions of Gore;

- Lack of suitable terrain
- Improper management
- 40% of the users come from within a 2 hour drive

Response 3

The Adirondack Mountain Region's premier industry is Tourism. The Adirondack Park, as well as the Gore Mountain Region, is already a destination. Gore Mountain destination business is already 60% of its total.

The UMP balances the types of terrain to ski industry standards, and the implementation of the UMP will ultimately determine the level of success Gore Mountain achieves. The addition of the North Creek Ski Bowl terrain to Gore Mountain will add approximately 400 vertical feet to Gore's skiable terrain. This will approach a total mountain height of just under 2,500 feet, making Gore Mountain the sixth greatest vertical in the East. Only a handful of areas in the Eastern U.S. have 2,500 vertical feet of terrain as exciting as Gore. Very few other Eastern ski areas have the potential that Gore Mountain has.

Comment 4

The commentor feels that Figure 1-1 is misleading, and the property boundaries that would be established as a result of the land exchange between the Town of Johnsburg and FrontStreet should be clearly illustrated.

Response 4

Figure 1-2 in the Public Draft of the 2005 UMP Amendment is entitled "Trails on Privately Owned Lands", and illustrates (scale 1" = 700') the lands to be obtained by the Town of Johnsburg and the ski trails that will be operated and maintained by ORDA. These include the green ski trails within the red and black property boundary of FrontStreet Lands. Also, Appendix 2 of the Public Draft of the 2005 UMP Amendment included Town of Johnsburg Resolution #89 expressing support for taking the steps necessary to advance the exchange of lands between the Town and Frontstreet Mountain Development, LLC that would transfer lands for the new ski trails to the Town of Johnsburg.

Subsequent to the writing of the Public Draft of the 2005 UMP Amendment, the Town of Johnsburg and FrontStreet Mountain development, LLC both signed a document that is entitled "the Master Agreement". Included in the Master Agreement is a series of maps, including a map prepared by a NYS Licensed Surveyor (1"=200') showing the lands to be exchanged by the signatory parties to the Agreement.

Appendix 2 of the Public Draft of the UMP, "Documents of Record", has been updated and now also includes a copy of the Master Agreement, including the survey map of the lands to be exchanged.

Comment 5

The commentor states that noise impacts from increased snowmaking at the Ski Bowl were not assessed.

Response 5

The 2005 Amendment does not propose any significant increase in snowmaking since the trails approved in the 2002 UMP have merely been reconfigured. Thus, there will be no significant increase in noise levels as a result of the 2005 Amendment. It is noteworthy to mention, that all modern snowmaking equipment strives for efficient production. Simply stated, the modern equipment uses less air than the antiquated equipment, so the noise levels are decreased.

Comment 6

The commentor believes that traffic impacts from increased traffic at the Ski Bowl were not assessed.

Response 6

Section V.B.1 of the 2002 Amendment, "Transportation", addressed traffic issues. Specific measures are provided to mitigate potential traffic impacts, but these mitigation measures are to be implemented only when they are warranted by sufficiently significant increases in skier use. Neither the Actions proposed and approved in the 2002 UMP, nor the New Actions in this 2005 Amendment, will result in such increases in skier levels requiring implementation of these mitigation measures.

Section 5.B.1 of the Public Draft of the 2005 Amendment states, "No revisions to this section are necessary. Refer to the 2002 UMP."

Comment 7

The commentor requests that the remnants of the old (1967) gondola be removed. It is the commentor's position that the old gondola is an eyesore and is in violation of the Adirondack Park State Land Master Plan requirements for Intensive Use Areas.

Response 7

The components of the 1967 Gondola are being removed. The Gore Mountain Staff removed, and recycled as scrap steel, 3 towers in the summer of 2005, and more will be removed this summer. It should be noted that the previous public buildings associated with the gondola are targeted for remodeling, and the historic loading barn will become the Learning Center.

Comment 8

The commentator provides a number of recommendations for ski trail planning, including the following. (Each recommendation is addressed individually.)

- *unless it is very carefully planned, designed and carried out, the new trail proposed to connect the top of the gondola to the saddle lodge is unlikely to provide a true beginner connection,*

The proposed trail is carefully and well planned. It will be a “green” designated trail, suitable for the novice skier to safely traverse.

- *the Fairview trail should be closed and allowed to revegetate if and when the new connector trail is built,*

The commentator’s opinion is appreciated, however, many skiers enjoy Fairview which provides a challenging connection between the Gondola and Saddle Lodge.

- *trail 10-H should connect with Topridge above the existing bridge, thus eliminating the need for another bridge crossing of Straight Brook,*

That is how the previously approved trail is planned.

- *trail 10-G should be retained and not abandoned in order to provide expert terrain,*

The commentator’s opinion is acknowledged.

- *consideration should be given to building a new trail to connect proposed trail 10-H to lower Sunway to provide additional expert terrain,*

The trail will have a divergence where one side will lead down towards Sunway, utilizing a portion of the original gondola liftline, as the commentator suggests.

- *a connector trail should be built between Sunway and Showcase to increase skiers on Showcase, lessen the number of skiers on Sunway, and improve skier safety.*

The commentator’s opinion is acknowledged.

2.5 Adirondack Mountain Club, Marisa Tedesco, 2/1/06

Comment 1

The commentator states that the Public Draft of the 2005 UMP Amendment should also include that tree cutting must also comply with NYSDEC’s Lands and Forestry Policy LF-91-2 pertaining to cutting and removal of trees on Forest Preserve Lands.

Response 1

The following language will be added to page 5-3 of the Public Draft where tree cutting is discussed, “tree removal must also comply with the Department of Environmental Conservation’s (DEC’s) Lands and Forest Policy LF-91-2 entitled ‘Cutting Removal or Destruction of Trees and Endangered or Rare Plants on Forest Preserve Lands.’ “

2.6 Audubon New York, Graham Cox, 1/31/06

Comment 1

The commentor requests that more comprehensive bird studies be undertaken on more of the mountain, including supplementing the earlier work performed by WCS on Bear Mountain.

Response 1

See response to substantively similar Comment 7 from the Residents Committee to Protect the Adirondacks in Section 2.1, above.

Comment 2

The commentor states that the Public Draft is not clear which trails are being constructed on State Land, Town Land and private land and what the business and ownership relationships are between these entities.

Response 2

The preferred alternative layouts of the trail locations are clearly shown on Figure 1-1 of the Public Draft, including the boundaries of State, Town and Private lands. Figure 1-2 in the Public Draft of the 2005 UMP Amendment is entitled “Trails on Privately Owned Lands”, and illustrates (scale 1” = 700’) the lands to be obtained by the Town of Johnsbury (also see below regarding the recent Master Agreement) and the ski trails that will be operated and maintained by ORDA. These include the green ski trails within the red and black property boundary of FrontStreet Lands.

Furthermore, Section I.G of the Public Draft, “New Actions Outside of Intensive Use Land” (Public Draft pp.1-8 through 1-10) described the relationship between these entities, including a subsection entitled “Ownership and Operation”.

Also, as per the response to Comment 4 from Caffry and Flower in Section 2.4, above, “Subsequent to the writing of the Public Draft of the 2005 UMP Amendment, the Town of Johnsbury and FrontStreet Mountain development, LLC both signed a document that is entitled “the Master Agreement”. Included in the Master Agreement is a series of maps, including a map prepared by a NYS Licensed Surveyor (1”=200’) showing the lands to be exchanged by the signatory parties to the Agreement.

Appendix 2 of the Public Draft of the UMP, 'Documents of Record', has been updated and now also includes a copy of the Master Agreement, including the survey map of the lands to be exchanged."

2.7 The Association for the Protection of the Adirondacks, Daniel Plumley,
2/6/06

Comment 1

The commentor feels that the allocated public comment period was not long enough.

Response 1

The length of the SEQRA DEIS public comment period, as announced in the Notice of DEIS Completion contained in the December 28, 2005 issue of the Environmental Notice Bulletin, was in compliance with the requirements of SEQRA (6NYCRR Section 617.9.a.3).

However, public comments on the draft are important, and the comments contained in the commentor's letter are being addressed in this FEIS although the commentor's letter was submitted after the publicized close of the SEQRA public comment period.

Comment 2

The commentor believes that Gore UMP represents segmentation under SEQRA.

Response 2

See the response to substantively similar Comment 1 from Caffry & Flower in Section 2.4, above.

Comment 3

The commentor feels that ORDA's UMP Amendments do not conform with the Adirondack Park State Land Masterplan.

Response 3

The Adirondack Park Agency, not the Olympic Regional Development Authority, is the regulatory agency that evaluates Unit Management Plans for lands within the Park for their compliance with the Adirondack Park State Land Masterplan (APSLMP), and the Agency will be making this compliance determination.

This document that is the subject of this FEIS is a proposed Amendment to the 2002-2007 Gore Mountain Unit Management Plan Update. In 2002 the Adirondack Park Agency determined that the 2002-2007 UMP Update was in compliance with the Adirondack Park State Land Masterplan.

The APA is conducting a similar APSLMP compliance review of this proposed Amendment concurrent with the SEQRA review of the proposed Amendment. The Amendment should be on the agenda for the Agency's March 2006 meetings.

Furthermore, the Adirondack Park Agency participated as a SEQRA Involved Agency for the original 2002-2007 UMP Update, and is also an Involved Agency for the SEQRA review of this UMP Amendment.

Comment 4

The commenter feels that, in addition to the proposed trail cuts, other elements such as power lines, snowmaking facilities, ski lift towers and cabling, new road construction and all outbuildings should be more fully evaluated in the visual impact assessment.

Response 4

No new power line cuts are proposed in the 2005 Amendment.

No new snowmaking facilities are proposed in the 2005 Amendment. See response to substantively similar Comment 5 from Caffry & Flower in Section 2.4, above.

Ski towers and lifts would be located within the vegetation cuts illustrated in the Visual Impact Assessment in Appendix 3 of the 2005 Amendment Public Draft.

No new road construction is proposed in the 2005 Amendment.

The only "new outbuilding" proposed in the 2005 Amendment is an expansion of the existing NYSEF building in the base area, which is not visible from surrounding areas.

Comment 5

The commentor is concerned about the amount of tree cutting on Forest Preserve Lands proposed in the 2005 Amendment.

Response 5

See the response to substantively similar Comment 3 from the Adirondack Council in Section 2.2, above.

Comment 6

The commentor feels that (a) the SWPPP is not site-specific and lacks detail sufficient for public review, and (b) that impacts from increased snowmaking water intake needs to be evaluated.

Response 6

(a) As stated in the Table of Contents of the Public Draft, Appendix 6 is an “Example Stormwater Pollution Prevention Plan”. Furthermore, page 5-8 of the Public Draft states the following,

“Appendix 6 contains an example Stormwater Pollution Prevention Plan (SWPP) that was prepared for typical ski trail construction. Site-specific SWPPs will be prepared for all construction activities regulated by NYSDEC’s General Permit No. GP-02-01.

A site-specific SWPPP will be prepared for all construction activities including trail construction. The plans will include erosion and sediment control components and will address stormwater runoff. Subcatchment areas and all watercourses and wetlands will be identified in the SWPPP as well as an assessment of any potentially significant changes in peak discharges and stormwater volumes between the pre and post development conditions for the areas affected by this plan. Appropriate stormwater management practices will also be included in the SWPPP. This may include sheet flow to wooded areas, water bars, pipe slope drains, etc and, if necessary, structural practices such as sediment basins and detention basins. The goal is to minimize erosion and protect watercourses and wetlands from sediment and other pollutants. A site-specific SWPPP will be submitted to the APA and DEC Natural Resources staff for review and approval prior to the commencement of construction.”

The example SWPPP contained in Appendix 6 is of sufficient detail for public review, and the appropriate regulatory agencies with their technical expertise will review the project-specific plans.

(b) No increases in snowmaking water withdrawals are proposed in the 2005 Amendment.

Comment 7

The commentor feels that the 2005 Amendment does not adequately address the topic of energy consumption.

Response 7

See the response to substantively similar Comment 6 from the Residents Committee to Protect the Adirondacks in Section 2.1, above.

Comment 8

The commenter feels that the development of the Ski Bowl will impact the character of North Creek, including such things as traffic and noise.

Response 8

Community character issues were addressed in response to substantively similar Comment 3 from the Residents Committee to Protect the Adirondacks in Section 2.1, above.

Traffic issues were addressed in the response to substantively similar Comment 5 from Caffry & Flower in Section 2.4, above.

Noise issues were addressed in response to the substantively similar Comment 6 from Caffry & Flower in Section 2.4, above.

APPENDIX 11

ERRATA

APPENDIX 11

ERRATA For the 2005 Gore Mountain UMP Amendment/SEIS

The following changes have been made to the Public Draft of the 2005 Gore Mountain UMP Amendment/SDEIS during preparation of the SFEIS and prior to submission to NYSDEC for final acceptance.

Some changes are being made as a result of comments received from regulatory agencies and the public during the SEQRA comment period as well as the APA APSLMP review process. Other changes are being made in order to include additional information that was generated subsequent to the preparation of the Public Draft/SDEIS. The following is a list of changes that have been made to the Public Draft/SDEIS.

1. Section 6.D, No-Action Alternative – The version of this section in the Public Draft has been deleted and has been replaced by the following.

“The no-action alternative to this UMP update is the continuing implementation of the approved 2002-2007 UMP Update.”

2. A copy of the November 3, 2005 Master Agreement between the Town of Johnsburg and FrontStreet Mountain Development, LLC has been added to Appendix 2, Documents of Record. The Table of Contents has been amended accordingly.
3. The following language has been added to page 5-3 where tree cutting is discussed,

“tree removal must also comply with the Department of Environmental Conservation’s (DEC’s) Lands and Forest Policy LF-91-2 entitled ‘Cutting Removal or Destruction of Trees and Endangered or Rare Plants on Forest Preserve Lands.’”

4. The Table of Contents has been revised to include new Appendix 9, Comment Letters; new Appendix 10, Responses to Substantive Public Comments on the Public Review Draft of the 2005 UMP Amendment; and new Appendix 11, Errata.